AI-24400 **6.D.**

Claim of Oscar I. Gutierrez

CC REGULAR

Date:	12/21/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Oscar I. Gutierrez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/13/2010 03:48 PM	APRV
2	Auditor's Office	Linda Fong	12/17/2010 10:49 AM	APRV
3	Purchasing Department	Marty Salazar	12/17/2010 01:41 PM	APRV

Form Started By: Aida Alvarez — Started On: 12/13/2010 01:56 PM

Final Approval Date: 12/17/2010

AI-24464 **6.E.**

Claim of Manuel De Anda/Vanessa De Anda, minor

CC REGULAR

Date:	12/21/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Closed Session

Information

CAPTION

Claim of Manuel De Anda/Vanessa De Anda, minor

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/16/2010 08:24 AM	APRV
2	Auditor's Office	Linda Fong	12/17/2010 10:50 AM	APRV
3	Purchasing Department	Marty Salazar	12/17/2010 01:41 PM	APRV
Form Started By: Monica Badillo			Started On: 12/15/2010 04:41 PM	
Final Approval Date: 12/17/2010				

AI-24401 **7.D.**

Claim of Oscar I. Gutierrez

CC REGULAR

Date:	12/21/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Oscar I. Gutierrez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/13/2010 03:49 PM	APRV
2	Auditor's Office	Linda Fong	12/17/2010 10:49 AM	APRV
3	Purchasing Department	Marty Salazar	12/17/2010 01:41 PM	APRV

Form Started By: Aida Alvarez — Started On: 12/13/2010 01:58 PM

Final Approval Date: 12/17/2010

AI-24465 **7.E.**

Claim of Manuel De Anda/Vanessa De Anda, minor

CC REGULAR

Date:	12/21/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Open Session

Information

CAPTION

Claim of Manuel De Anda/Vanessa De Anda, minor

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/16/2010 08:25 AM	APRV
2	Auditor's Office	Linda Fong	12/17/2010 10:51 AM	APRV
3	Purchasing Department	Marty Salazar	12/17/2010 01:41 PM	APRV
Form Started By: Monica Badillo			Started On: 12/15/2010 04:42 PM	
Final Approval Date: 12/17/2010				

AI-24461 **10.B.**

The Travelers Insurance Company Settlement Check
CC REGULAR

Date:	12/21/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval to accept a settlement check from The Travelers Insurance Company in the amount of $10,339.02 for an auto accident with a County vehicle. (Sheriff's Office)

BACKGROUND

DOL: 08/09/10

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

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/16/2010 08:24 AM	APRV
2	Erika Zamora	Erika Zamora	12/17/2010 02:52 PM	APRV
3	Auditor's Office	Linda Fong	12/17/2010 03:20 PM	APRV
4	Purchasing Department	Angela Garcia	12/17/2010 03:22 PM	APRV
5	Erika Zamora	Erika Zamora	12/17/2010 03:35 PM	APRV

Form Started By: Aida Alvarez — Started On: 12/15/2010 04:30 PM

Final Approval Date: 12/17/2010

AI-24459 **10.C.**

The Travelers Insurance Company Settlement Check
CC REGULAR

Date:	12/21/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval to accept a settlement check from The Travelers Insurance Company in the amount of $11,986.60 for an auto accident with a County vehicle. (Sheriff Office)

BACKGROUND

DOL: 08/09/10

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

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/16/2010 08:23 AM	APRV
2	Erika Zamora	Erika Zamora	12/17/2010 02:57 PM	APRV
3	Auditor's Office	Linda Fong	12/17/2010 03:16 PM	APRV
4	Purchasing Department		12/17/2010 04:46 PM	NEW

Form Started By: Aida Alvarez — Started On: 12/15/2010 04:24 PM

Final Approval Date: 12/17/2010

AI-24444 **10.D.**

Energy Assessment

CC REGULAR

Date:	12/21/2010
Submitted By:	Lorie Ochoa, EXECUTIVE OFFICE
Submitted For:	Lorie Ochoa
Department:	EXECUTIVE OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Discussion, consideration and action authorizing the County Judge to sign the Letter of Intent with AEP's partner, CLEAResult, to provide direct support, tools, and training necessary to help Hidalgo County 1) identify, evaluate and undertake energy efficiency improvements, 2) evaluate energy efficiency proposals from vendors, 3) overssee opportunities throughout completion, and 4) understand how to leverage energy savings to finance projects, including potential financial incentives.

BACKGROUND

In 1999, the Texas Senate passed Senate Bill 7 requiring investor-owned electric transmission and distribution utilities in the State of Texas to offer energy efficiency incentive programs to their customers, with the goal of reducing peak electrical consumption. This NO-COST program is available to commercial electrical distribution customers, including counties. Regionally, this program is entitled the AEP –TCC Commercial Solutions Program.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

CLEAResult agrees to provide these services at **no cost** to the Partner with the understanding that the Partner will exert its best efforts to complete the applicable steps below and implement cost-effective energy efficiency recommendations.

** CLEAResult will assist to locate funding sources to enable the Partner to complete capital projects and use utility incentives to offset the capital cost of energy efficient systems.

Attachments

Link: AEP-TCC

Link: AEP-TCC

Link: Letter of Intent

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	12/15/2010 03:58 PM	APRV
2	Roland Garcia	Rolando Garcia	12/17/2010 08:39 AM	APRV
3	Auditor's Office	Linda Fong	12/17/2010 10:56 AM	APRV
4	Purchasing Department	Marty Salazar	12/17/2010 01:46 PM	APRV

Form Started By: Lorie Ochoa Started On: 12/15/2010 02:09 PM

Final Approval Date: 12/17/2010

Senate Bill 7 and Public Utility Commission of Texas (PUCT) Substantive Rules Overview

In 1999, the Texas Senate passed Senate Bill 7 requiring investor-owned electric transmission and distribution utilities in the State of Texas to offer energy efficiency incentive programs to their customers, with the goal of reducing peak electrical consumption. The Public Utility Commission of Texas (PUCT) was tasked with the management and oversight of this process, and they setup further rules to outline this requirement for the investor-owned electric utilities.

Public Utility Commission of Texas (PUCT) Substantive Rules 25.181 and 25.183 (EE Rule), implement Public Utility Regulatory Act (PURA) § 39.905. As mandated by this section of PURA, the EE Rule requires that each investor owned electric transmission and distribution utility (TDU) achieve the following demand reduction goals through market-based standard offer programs (SOPs) and limited, targeted, market transformation **programs** (MTPs):

- at least 20% of the electric utility's annual growth in demand of residential and commercial customers by December 31, 2009;
- at least 20% of the electric utility's annual growth in demand of residential and commercial customers by December 31, 2010.

The EE Rule includes specific requirements related to the implementation of SOPs and MTPs that control the manner in which TDUs must administer their portfolio of energy efficiency programs in order to achieve their mandated annual demand reduction goals.

2011 COMMERCIAL SOLUTIONS PROGRAM

Executive Summary

Russell Bego
AEP – Texas Central
DSM Coordinator
(361) 881-5710
rgbego@aep.com

Sean Nunes
CLEAResult Consulting
Program Manager
(512) 416-5921
AEP-Efficiency@clearesult.com

Thank you for your interest in the AEP- Texas Central (AEP –TCC) Commercial Solutions Program. The Commercial Solutions Program offers counties and businesses both cash and non-cash incentives for implementing energy efficiency improvements in 2011. These incentives are available for qualifying measures in new and retrofit projects. AEP–TCC has partnered with CLEAResult Consulting (CLEAResult) to administer the program.

The no-cost Commercial Solutions Program is designed to help commercial electric distribution customers within AEP-TCC's service territory address rising energy costs through energy efficiency. In addition to objective, third-party consulting services, the program will provide the direct support, tools, and training necessary to help customers:

1. Identify, evaluate, and undertake energy efficiency improvements.
2. Properly evaluate energy efficiency proposals from vendors.
3. Oversee opportunities throughout completion.
4. Understand how to leverage energy savings in order to finance projects.

Based on the participant's needs, the Commercial Solutions Program will provide customized energy efficiency solutions using the following tools and services:

- ✓ **Technical Assistance** to help identify and evaluate energy-efficiency opportunities as well as administrative program management.
- ✓ **Communications Support** to help publicize the partner's leadership and accomplishments in energy efficiency.
- ✓ **Cash incentives** ($150 per kW) for renovation, new construction, and maintenance projects resulting in reduced peak electric demand.

Please do not hesitate to contact AEP-TCC or CLEAResult should you have any questions or need additional information. We look forward to working with you in the Commercial Solutions Program and helping your organization to achieve energy and cost savings.

AEP TEXAS
A unit of American Electric Power

Commercial Solutions

The Commercial Solutions Program is provided by AEP Texas Central as part of the company's commitment to reduce energy consumption and demand. CLEAResult Consulting, Inc. implements the Commercial Solutions Program as an independent contractor. For more information, visit http://www.eeprograms.net/AEP or http://www.aepefficiency.com/texas.html

AEP TEXAS®
A unit of American Electric Power

2011 Commercial Solutions[SM] Program
Sponsored by AEP Texas Central Company

LETTER OF INTENT (LOI)

AEP Texas Central Company (AEP TCC) is proud to offer the Commercial Solutions[SM] Program, aimed at improving the energy efficiency of business facilities located within its service territory. AEP TCC has contracted with CLEAResult Consulting, Inc. (CLEAResult) to sponsor, promote, and administer the Program.

_____, (herein referred to as "Partner") recognizes that it is a willing participant of this **no cost** program designed to help reduce energy bills for their facilities, freeing up operating dollars for other needs AND improving the work environment for their staff. This Letter of Intent reflects the **voluntary collaborative** between their organization and CLEAResult. It details the commitments of each party in order to improve energy efficiency in the Partner's facilities. *CLEAResult agrees to provide these services at no cost to the Partner with the understanding that the Partner will exert its best efforts to complete the applicable steps below and implement cost-effective energy efficiency recommendations. Projects being submitted to the 2011 Commercial Solutions Program must be completed by **November 30, 2011** to allow time for post-installation inspections before the end of the calendar year.*

Description of Commitments

CLEAResult will assist the Partner to identify cost effective energy efficiency improvements that can help to make their facilities less costly to operate and more comfortable to use. To achieve potential energy savings and facility improvements CLEAResult and the Partner have agreed to work together to complete some or all of the following tasks according to the specific needs identified for their organization:

- Identify and assess energy efficiency measures,
- Implement energy efficient operations and maintenance practices and procedures identified during walk-through energy assessments of specific facility(s),
- Locate funding sources to enable the Partner to complete capital projects,
- Use utility incentives to offset the capital cost of energy efficient systems.

Principles of Agreement

Specific responsibilities of the Partner and CLEAResult are listed below.

- Partner will select a representative from both the Facilities/Energy Management Department and the Business/Finance Department to work with CLEAResult throughout the term of the Partnership.
- AEP TCC will pay to the Partner monetary incentives, as discussed in program materials, for eligible energy efficiency savings achieved by projects that are completed no later than November 30, 2011.
- Partner will make its best effort to complete and submit relevant Project Application Forms, including necessary supporting documentation for each project, in a timely manner. Please note that due to increased participation in the Commercial Solutions Program, the Project Application process is required in order to reserve financial incentives for your projects.

Acceptance of Agreement

By endorsing below, your organization acknowledges the terms of the Commercial Solutions[SM] Program. This agreement should be signed by someone in your organization that has authority to enter into such an agreement. This agreement is valid for the length of the 2011 program year.

Partner

Signature:_____

Printed Name:_____

Title:_____

Company Name: _____

Address:_____

_____

Phone: _____

Fax: _____

Email:_____

Date:_____

CLEAResult Consulting, Inc.

Signature: _____

Commercial Solutions Program Manager

CLEAResult Consulting

4301 Westbank Dr, Bldg A-Suite 250

Austin, TX 78746

Date:_____

Please identify one (1) individual from the Facilities/Energy Management Department and one (1) individual from the Business/Finance Department who will be the *main points of contact* while working with the Commercial Solutions Program.

Facilities/Energy Management Point of Contact:

Name (Mr./Ms./Dr.):_____ Title:_____

Organization:_____Phone:_____

Address:_____ Fax:_____

_____ E-Mail:_____

Business/Finance Point of Contact:

Name (Mr./Ms./Dr.):_____ Title:_____

Organization:_____Phone:_____

Address:_____ Fax:_____

_____ E-Mail:_____

Please send completed LOI to:

CLEAResult Consulting
Attn: Sean Nunes
4301 Westbank Dr, Bldg A-Suite 250
Austin, TX 78746
Fax: (866) 740-7210

The Commercial Solutions[SM] Program is provided by AEP TCC as part of the company's commitment to reduce energy consumption and demand. CLEAResult Consulting, Inc. implements the Commercial Solutions Program as an independent contractor. For more information, visit http://www.aepefficiency.com/texas.html or http://www.eeprograms.net/AEP

Revision Date: November 15, 2010

AI-24402 **10.E.**

Monthly Installment Agreement

CC REGULAR

Date:	12/21/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval of monthly installment agreement of $50.00 per month from Brenda Espinoza to settle $400.00 for an auto accident with County vehicle. (Precinct 2)

BACKGROUND

DOL: 10/14/10

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

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/15/2010 08:19 AM	APRV
2	Erika Zamora	Erika Zamora	12/17/2010 03:36 PM	APRV
3	Auditor's Office		12/17/2010 04:46 PM	NEW
Form Started By: Aida Alvarez			Started On: 12/13/2010 02:01 PM	
Final Approval Date: 12/17/2010				

Receipt and Trust Agreement

I, Brenda Espinoza, admit responsibility for the automobile accident of October 14, 2010 which caused damage to a vehicle owned by Hidalgo County, Texas in the amount of Four Hundred Dollars ($400.00)

At the time of this accident I was operating a 2003 Ford Focus, VIN: 1FAFP33P03W254119.
As I was Uninsured at the time of this accident, I agree to pay $50.00 per month starting 01-03-11 for the next 8 months ending on 08-03-11.

I understand that if I do not comply with this agreement, Hidalgo County, Texas will forward a copy of this Agreement to the Department of Public Safety and move to have my drivers license, 25957565, suspended.

I currently reside at 2206 Kimberly Lane, Apt. 3, Edinburg, Texas 78541, phone (956) 739-0657. I promise to notify Hidalgo County, Texas of any change in my address or contact phone number.

COPY

WITNESS(ES):

Witness

Witness

Claim Number

SIGNATURE(S):

Signature

Signature

12-9-10
Date

NOTARY: State of TEXAS; County of HIDALGO

On this 07th day of December, 20 10, before me appeared

BRENDA Espinoza

who is known to be the person(s) named herein and who voluntarily executed this release.

Notary Signature

01-14-13
Date Commission Expires

Fred Reyna II
Notary Public, State of Texas
My Commission Expires:
January 14, 2013

AI-24456 **10.F.**

Canceling the Inter-local Agreement

CC REGULAR

Date:	12/21/2010
Submitted By:	Nelda Olivarez, HIDTA
Submitted For:	Rene Guerra, Criminal District Attorney
Department:	HIDTA
Agenda Category:	HIDTA - Task Force

Information

CAPTION

HIDTA Task Force:
Approval to cancel the Inter-Local Governmental Agreement between the Hidalgo County HIDTA Task Force and the Texas Department of Public Safety.

BACKGROUND

As per Interlocal Governmental Agreement, the Texas Department of Public Safety had no use for one (1) home-made 5'X10" Two Wheel trailer and was returned to the Hidalgo County HIDTA Task Force.

Fiscal Impact

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

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

Link: C-6251-97-G

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/16/2010 08:22 AM	APRV
2	Sylvia Solis	Sylvia Solis	12/16/2010 01:43 PM	APRV
3	Auditor's Office		12/17/2010 04:46 PM	NEW

Form Started By: Nelda Olivarez — Started On: 12/15/2010 04:01 PM

Final Approval Date: 12/17/2010

Hidalgo County District Attorney's Office
H.I.D.T.A. TASK FORCE

MEMORANDUM

TO: Liza Lopez, Surplus Manger
Hidalgo County Purchasing Department

FROM: Dora L. Munoz, Commander
Hidalgo County HIDTA Task Force

DATE: December 14, 2010

SUBJ: Items to be declared surplus

The following item is ready to be declared surplus and ready for auction:

1. **ONE (1) HOME MADE 5' X 10' TWO WHEEL TRAILER**

If you have any questions, do not hesitate to contact me at (956) 381-0444.

12/15/10

High Intesity Drug Trafficking Area
P.O. Box 5719 • McAllen, TX 78502-5719 • (956) 381-0444 • Fax (956) 381-8722

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM
INITIAL PAGE

	DEPARTMENT NAME	DEPT. NO	LOCATION
			Page 1 of ___
TRANSFER TO:	SURPLUS DEPARTMENT	1601	EDINBURG, TX
TRANSFER FROM:	HIDTA TASK FORCE	7530	EDINBURG, TX

CONTACT INFORMATION:

NAME (PRINT) DORA L. MUNOZ, COMMANDER PHONE NO. 381-0444 FAX NO. 381-8722

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION	FIXED ASSET DIVISION USE ONLY FUND NO.	COST	P/U	LOC
1	ONE (1) HOME MADE 5' X 10' TWO WHEEL TRA							
2								
3								
4								
5								
6								
7								
8								
9								
10								

JUSTIFICATION FOR TRANSFER: ITEM WILL BE DECLARED SURPLUS AND AUCTIONED

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

PLEASE USE BLUE INK TO SIGN

	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	*MARTHA L. SALAZAR*		
Contact Person transferring item(s) out	*DORA L. MUNOZ*	Dora L. Munoz	12/14/2010
Person receiving Item(s)			
Reviewed & Processed by FA Division			

FIXED ASSET DIVISION USE ONLY

FROM

DEPT. NO. _____

AMOUNT _____

TO

DEPT. NO. _____

AMOUNT _____

TO BE INITIALED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM PREMISES.

Initial _____ Date _____

PLEASE SUBMIT ORIGINAL ONLY TO PURCHASING DEPARTMENT ATTN: FIXED ASSETS
HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

EFFECTIVE DATE: 02/02/09

CAUSE NO. C-6251-97-G

THE STATE OF TEXAS	X	IN THE 370TH DISTRICT COURT
VS.	X	OF
ONE (1) 1992 FORD, VIN #1FMDU32X7NUD16041; ONE (1) MITSUBISHI TELEVISION, S.N. 20SX163799; ONE (1) MAGNAVOX VCR, S.N. 32595539; AND, ONE (1) HOMEMADE 5' X 10' TWO-WHEEL TRAILER	X	HIDALGO COUNTY, TEXAS

NUNC PRO TUNC FINAL JUDGMENT

On **JANUARY 22, 1998**, came to be considered the above entitled and numbered cause wherein the State of Texas by and through the Criminal District Attorney of Hidalgo County, Texas, as Plaintiff, alleged that it had seized **ONE (1) 1992 FORD, VIN #1FMDU32X7NUD16041; ONE (1) MITSUBISHI TELEVISION, S.N. 20SX163799; ONE (1) MAGNAVOX VCR, S.N. 32595539; AND, ONE (1) HOMEMADE 5' X 10' TWO-WHEEL TRAILER**, alleged in the Original Petition and Notice of Seizure and Intended Forfeiture filed herein.

The Court found that citation was duly served on Respondent, **RAMIRO MORALES,** and the said citation was returned to the Clerk of the Court where it had been on file for the time required by law. The Court found that Respondent, **RAMIRO MORALES**, had theretofore signed and executed an Agreed Judgment in this matter, waiving all interest he had in **ONE (1) 1992 FORD, VIN #1FMDU32X7NUD16041; ONE (1) MITSUBISHI TELEVISION, S.N. 20SX163799; ONE (1) MAGNAVOX VCR, S.N. 32595539; AND, ONE (1) HOMEMADE 5' X 10' TWO-WHEEL TRAILER.**

The Court found that Respondent **GEICO** had been served with process and had filed a Waiver of Citation and Interest therein.

Plaintiff, THE STATE OF TEXAS, announced ready for trial and presented evidence to the Court that the seized **ONE (1) 1992 FORD, VIN #1FMDU32X7NUD16041; ONE (1) MITSUBISHI TELEVISION, S.N. 20SX163799; ONE (1) MAGNAVOX VCR, S.N. 32595539; AND, ONE (1) HOMEMADE 5' X 10' TWO-WHEEL TRAILER** should be forfeited to the CRIMINAL DISTRICT ATTORNEY OF HIDALGO COUNTY as agent for the State of Texas, and the **HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA "HIDTA" TASK FORCE,** in accordance with their local agreement.

The Court, after duly considering the evidence and the law, was of the opinion and so found that **ONE (1) 1992 FORD, VIN #1FMDU32X7NUD16041; ONE (1) MITSUBISHI TELEVISION, S.N. 20SX163799; ONE (1) MAGNAVOX VCR, S.N. 32595539; AND, ONE (1) HOMEMADE 5' X 10' TWO-WHEEL TRAILER**, the subject of the suit, were contraband as defined in the Texas Code of Criminal Procedure, Article 59.01(2). The Court further found that the said **ONE (1) 1992 FORD, VIN #1FMDU32X7NUD16041; ONE (1) MITSUBISHI TELEVISION, S.N. 20SX163799; ONE (1) MAGNAVOX VCR, S.N. 32595539; AND, ONE (1) HOMEMADE 5' X 10' TWO-WHEEL TRAILER** were used or intended to be used in violation of the Texas Controlled Substance Act, Chapter 481 of the Texas Health and Safety Code. Plaintiff, pursuant to Articles 59.01(2), 59.05(e) and 59.06 of the Texas Code of Criminal Procedure, requested that **ONE (1) 1992 FORD, VIN #1FMDU32X7NUD16041; ONE (1) MITSUBISHI TELEVISION, S.N. 20SX163799; ONE (1) MAGNAVOX VCR, S.N. 32595539; AND, ONE (1) HOMEMADE 5' X 10' TWO-WHEEL TRAILER,**

subject of this suit, be forfeited to the CRIMINAL DISTRICT ATTORNEY OF HIDALGO COUNTY, TEXAS as agent for the State of Texas, and the **HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA "HIDTA" TASK FORCE,** in accordance with their local agreement.

It was ORDERED, that the **ONE (1) 1992 FORD, VIN #1FMDU32X7NUD16041; ONE (1) MITSUBISHI TELEVISION, S.N. 20SX163799; ONE (1) MAGNAVOX VCR, S.N. 32595539; AND, ONE (1) HOMEMADE 5' X 10' TWO-WHEEL TRAILER,** the subject of this suit, as identified in Plaintiff's Original Petition and Notice of Seizure and Intended Forfeiture, were thereby FORFEITED to the CRIMINAL DISTRICT ATTORNEY OF HIDALGO COUNTY, TEXAS and the **HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA "HIDTA" TASK FORCE**, as provided by Article 59.05(e) and Article 59.06 of the Texas Code of Criminal Procedure, and pursuant to the parties' local agreement.

IT WAS FURTHER ORDERED that the **ONE (1) 1992 FORD, VIN #1FMDU32X7NUD16041**; hereinafter referred to as the "subject vehicle"; the subject of this suit, be awarded to the **HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA "HIDTA" TASK FORCE,** to be used for Law Enforcement purposes.

IT WAS FURTHER ORDERED that the "subject vehicle" be released INSTANTER to the **HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA "HIDTA" TASK FORCE,** and the State Department of Highway and Public Transportation is ordered to issue valid certificate of title to **HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA "HIDTA" TASK FORCE** for the "subject vehicle".

All relief not expressly granted was thereby denied.

All costs of Court in this cause were to be adjudged against the **HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA "HIDTA" TASK FORCE.**

IT IS NOW ORDERED that this NUNC PRO TUNC FINAL JUDGMENT state the following:

"That in the event the "subject vehicle" is to be sold at auction by the HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA "HIDTA" TASK FORCE pursuant to the Texas Transportation Code and/or the Texas Code of Criminal Procedure, the State Department of Highway and Public Transportation is ordered to issue valid certificate of title to the PURCHASER of the "subject vehicle" subsequent to the sale at auction."

Signed and Entered on this the 18th day of October, 2006.

JUDGE PRESIDING

DATE 12/14/2010
A true copy I certify
LAURA HINOJOSA
District Clerk, Hidalgo County, Texas
By _____ Deputy

132687

HIDALGO COUNTY HIDTA TASK FORCE

P.O. Box 5719 • McAllen, Texas 78502
(956) 381-0444

RECEIPT FOR CASH OR OTHER ITEMS

TO: (Name, Title, Address (including ZIP Code, if applicable)

Texas DPS.
Major Lopez

File No.

File Title

Date 12-8-10

I hereby acknowledge receipt of the following described cash or other item(s), which was given into my custody by the above named individual.

AMOUNT OR QUANTITY	DESCRIPTION OF ITEM(S)	PURPOSE (If Applicable)
1	Home made 5X10 two wheel trailer	—

Miguel Garcia Major 12-08-10

RECEIVED BY (Signature) _____ **NAME & TITLE** (Print or Type) Miguel Garcia

WITNESSED BY (Signature) _____ **NAME & TITLE** (Print or Type) Ricardo Chapa

SPEEDPRINT FINE PRINTING • 956-682-1260

HIDALGO COUNTY HIDTA TASK FORCE

P.O. Box 5719 • McAllen, Texas 78502
(956) 381-0444

RECEIPT FOR CASH OR OTHER ITEMS

TO: (Name, Title, Address (including ZIP Code), if applicable)

Abrego Wrecker

File No. —

File Title

Date 12-8-10

I hereby acknowledge receipt of the following described cash or other item(s), which was give into my custody by the above named individual.

AMOUNT OR QUANTITY	DESCRIPTION OF ITEM(S)	PURPOSE (If Applicable)
1	Home made 5x10 two wheel trailer	—
	TX # 02WXHW	

RECEIVED BY (Signature) [signature]

NAME & TITLE (Print or Type) MANUEL ABREGO

WITNESSED BY (Signature) [signature]

NAME & TITLE (Print or Type) [illegible]

HIDTA - Form
(Feb. 2004)

SPEEDPRINT FINE PRINTING • 956-682-1260

County Int.

MAP Copies

INTERLOCAL GOVERNMENTAL AGREEMENT
HIDALGO COUNTY HIDTA TASK FORCE
AND THE TEXAS DEPARTMENT OF PUBLIC SAFETY

WHEREAS, the **HIDALGO COUNTY HIDTA TASK FORCE** and **TEXAS DEPARTMENT OF PUBLIC SAFETY** are located in close proximity and have law enforcement, crime prevention and close government ties; and

WHEREAS, the **HIDALGO COUNTY HIDTA TASK FORCE** and **TEXAS DEPARTMENT OF PUBLIC SAFETY** have heretofore entered into an agreement providing for the exchange of governmental services relating to the **HIDALGO COUNTY HIDTA TASK FORCE**; and

WHEREAS, the **HIDALGO COUNTY HIDTA TASK FORCE** has certain surplus equipment and **THE TEXAS DEPARTMENT OF PUBLIC SAFETY** has a need for such surplus equipment which can be utilized in providing the service of crime prevention and law enforcement in and for **THE TEXAS DEPARTMENT OF PUBLIC SAFETY** and in relationship to **THE TEXAS DEPARTMENT OF PUBLIC SAFETY'S** contribution to the **HIDALGO COUNTY HIDTA TASK FORCE.**

NOW, THEREFORE, in consideration of the foregoing and the following, the **HIDALGO COUNTY HIDTA TASK FORCE** and **THE TEXAS DEPARTMENT OF PUBLIC SAFETY** hereby agree as follows:

1. The **HIDALGO COUNTY HIDTA TASK FORCE** will deliver to **THE TEXAS DEPARTMENT OF PUBLIC SAFETY** a certain surplus equipment owned by the **HIDALGO COUNTY HIDTA TASK FORCE** which is designated as **(ONE) MITSUBISHI TELEVISION, SERIAL #20SX163799; ONE MAGNOVOX VCR, SERIAL #32595539; AND ONE (1) HOME MADE 5' X 10' TWO WHEEL TRAILER.** Such surplus equipment is being delivered in "as-is" condition and the **HIDALGO COUNTY HIDTA TASK FORCE** makes no warranty in any manner as to the fitness of the equipment for any purpose.

2. Such equipment to be delivered to **THE TEXAS DEPARTMENT OF PUBLIC SAFETY** shall be solely for the purposes of use by **THE TEXAS DEPARTMENT OF PUBLIC SAFETY** for law enforcement activities of **THE TEXAS DEPARTMENT OF PUBLIC SAFETY.**

3. **THE TEXAS DEPARTMENT OF PUBLIC SAFETY** shall solely be responsible for maintenance of such equipment while the same is in the possession of **THE TEXAS DEPARTMENT OF PUBLIC SAFETY** until returned to the **HIDALGO COUNTY HIDTA TASK FORCE. THE TEXAS DEPARTMENT OF PUBLIC SAFETY** shall not be responsible to the **HIDALGO COUNTY HIDTA TASK FORCE** for any wear and tear caused to the equipment or any property damage caused to the equipment in the ordinary operations thereof.

C-6251-97-G
TFH

NOV. 2. 2005 4:44PM HIDALGO COUNTY HIDTA NO. 0378 P. 2/4

4. Such equipment is to be delivered by **THE TEXAS DEPARTMENT OF PUBLIC SAFETY** to the **HIDALGO COUNTY HIDTA TASK FORCE** when the equipment is no longer to be used or is no longer suitable for use by **THE TEXAS DEPARTMENT OF PUBLIC SAFETY** for law enforcement activities.

5. **THE TEXAS DEPARTMENT OF PUBLIC SAFETY**, at its sole discretion, agrees to procure any insurance on the equipment, provided that **THE TEXAS DEPARTMENT OF PUBLIC SAFETY** shall agree to indemnify the **HIDALGO COUNTY HIDTA TASK FORCE** for any claim made by any third party in any manner relating to the use of any equipment delivered hereunder while it is in the possession of the Hidalgo County District Attorney' Office.

COUNTY OF HIDALGO:

BY: _____
RENATO CUELLAR, COUNTY JUDGE

HIDALGO COUNTY HIDTA TASK FORCE

BY: _____
LUPE TREVINO, PROJECT DIRECTOR/COMMANDER

TEXAS DEPARTMENT OF PUBLIC SAFETY

BY: _____
LT. LAURENCIO SAENZ

TEXAS DEPARTMENT OF PUBLIC SAFETY

1414 N. BICENTENNIAL •
MCALLEN, TEXAS 78501-4440
956/984-5600

THOMAS A. DAVIS, JR.
DIRECTOR

DAVID McEATHRON
ASST. DIRECTOR

FRANKIE WALLER
ASST. DIRECTOR

COMMISSION
JAMES B. FRANCIS, JR.
CHAIRMAN

ROBERT B. HOLT
M. COLLEEN McHUGH
COMMISSIONERS

May 11,2000

Charlie Montgomery
Hidalgo County Risk Manager
100 E. Cano
Edinburg, Texas 78539

Dear Mam,

The Texas Department of Public Safety may be responsible for personal injuries and death incurred through negligence of DPS employees in the maximum amounts of $250,000 for individual, $500,000 for any single accident, and up to $100,000 for any single occurrence for injury to or destruction of property (Texas Tort Claims). The two wheel 5X10 trailer when used by our department will be covered by the above.
If you have any further questions please feel free to call me (956)984-5626.

Sincerely,

Laurencio Saenz, Jr.
Highway Patrol Lieutenant
Texas DPS
1414 N. Bicentennial
McAllen, Texas 78501

C. Hector Ramos, Captain, THP, McAllen

NOV. 2. 2005 4:44PM HIDALGO COUNTY RISK NO.0378 P. 4/4

Hidalgo County H.I.D.TA Task Force

FACSIMILE TRANSMITTAL COVER SHEET

To: Lt. Mario Lopez	**From:** Dora Munoz, Commander
D/P.S.	**Date:** H.I.D.T.A.
Fax # 984-5685	**Total Number of Pages Including Cover:** 4
Phone # 984-5626	**Senders' # (956) 381-0444**
RE : Interlocal Agreement	**Sender's Fax # (956) 381-8722**

X URGENT ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Mario,
Just me know if you are using these fields.
If not, so that we may pick up for supplies.

Dora

P.O. Box 5719, McAllen, Texas 78502-5719 • (956) 381-0444 Fax: (956) 381-8722

Nov. 2. 2005 4:44PM HIDALGO COUNTY HIDTA No.0378 P. 1/4

AI-24409 **11.B.**

Health Division - FY 11 TB Prevention & Control - Federal Funding (1293)

CC REGULAR

Date:	12/21/2010
Submitted By:	Mike Escaname, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Mike Escaname
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.
Sub-category:	Health & Human Services Dept.

Information

CAPTION

Health Division- TB Prevention & Control (1293):
1. Requesting approval to accept the attached renewal FY 2011 TB Prevention & Control - Federal grant contract # 2011-037506-001 in the amount of $440,313.00 for the period of 01/01/2011 through 12/31/2011.
2. Requesting approval of the Certification of Revenue as certified by the County Auditor for the TB Prevention & Control - Federal funding.
3. Requesting approval to appropriate the funds in the amount of $440,313.00 for the attached TB Prevention & Control - Federal grant contract.
4. Approval of the TB Prevention & Control - Federal grant salary schedule .

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011	**ACCT. #:** 1-1293-441-00-340-011-0-xxx
FUNDS AVAILABLE Y/N?: Y	**MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $440,313.00 for the TB Prevention and Control Grant for FY 2011. Grant period is from 1-1-11 to 12-31-11.

Revenue Acct # 1-1293-331-12-340-011-0-000 - TB Prevention and Control Revenues

No local matching funds required.

Attachments

Link: Core Document
Link: Program Attachment
Link: Categorical Budget
Link: Equipment List
Link: Exhibit A Work Plan
Link: General Provisions

Link: Lobbying Certification

Link: Budget Appropriation

Link: Salary Schedule Reporting

Link: County salary schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		12/17/2010 04:46 PM	PEND
2	Manuel Chapa	Manuel Chapa	12/17/2010 08:41 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	12/17/2010 04:36 PM	APRV
4	Auditor's Office		12/17/2010 04:46 PM	NEW

Form Started By: Mike Escaname

Started On: 12/14/2010 08:08 AM

Final Approval Date: 12/17/2010

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

December 14, 2010

The Honorable Ramon Garcia, County Judge
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Oscar L. Garza, Jr., Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

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

AMOUNT	PURPOSE
$440,313.00	2011-037506-001 TB Prevention and Control Services

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

12/17/10
Date

HIDALGO COUNTY DISTRICT JUDGES

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

Linda Fong

From: Miguel escaname [miguel.escaname@mail.hchd.org]
Sent: Friday, December 10, 2010 12:39 PM
To: linda.fong@auditor.co.hidalgo.tx.us
Cc: becky.luna@auditor.co.hidalgo.tx.us; benito.luna@auditor.co.hidalgo.tx.us; mike.escaname@hchd.org
Subject: Fw: 2011-037506 Hidalgo County TB/PC-FED Contract - CERTIFICATION OF REVENUE - REQUEST
Attachments: 2011-037506 HIDALGO COUNTY TB PC FED CORE DOCUMENT.pdf; 2011-037506 HIDALGO COUNTY TB PC FED PROGRAM ATTACHMENT.pdf; 2011-037506 HIDALGO COUNTY TB PC FED CATEGORICAL BUDGET.pdf; 2011-037506 HIDALGO COUNTY TB PC FED GENERAL PROVISIONS SUBRECIPIENT.PDF; 2011-037506 HIDALGO COUNTY TB PC FED EQUIPMENT LIST.pdf; 2011-037506 HIDALGO COUNTY TB PC FED EXHIBIT A WORKPLAN.PDF; 2011-037506 HIDALGO COUNTY TB PC FED LOBBYING CERTIFICATION AGREEMENT.PDF

Hello Linda,

We'd appreciate if a Certificate of Revenue can be prepared / approved for the renewal of our T.B. grant contact for 2011 (*see attachments*). It will be presented to C.C. on **Tuesday, December 21, 2010**.

Have a great day!

Mike E.

-----Original Message-----
From: "Lazare-Payne, Rosalyn" <Rosalyn.Lazare-Payne@dshs.state.tx.us>
Sent 12/9/2010 1:49:34 PM
To: mike.escaname@hchd.org
Cc: "Sharp, Kathy" <Kathy.Sharp@dshs.state.tx.us>
Subject: FW: 2011-037506 Hidalgo County TB/PC-FED Contract

Hello Contractor,

Attached are files containing your Department of State Health Services (DSHS) contract? Please print two copies of each, in the order they appear in this email, sign and return both copies to this unit as soon as possible. **To expedite contract execution, please overnight the contract to the physical address below.** Your contract will be signed by DSHS and returned to your agency.

Changes made to any portion of the contract document (s) are considered a counter-offer and are not valid without DSHS written concurrence.

DSHS will not pay for reimbursements submitted/postmarked more than 60 days after the end of the contract term. Additional information regarding this policy is available on the DSHS website at http://www.dshs.state.tx.us.

NOTE: Return both copies of the contract in their entirety to one of the two addresses below. Contracts returned to any other address may result in contract delays.

Physical Address for Overnight Mail	**Mailing Address for Regular Mail**
Client Services Contracting Unit MC 1886 Department of State Health Services 1100 W.49th Street Austin, TX 787756	Client Services Contracting Unit MC 1886 Department of State Health Services PO Box 149347 Austin, TX 78714- 9347

Please reference the DSHS contract and attachment number in all future correspondence. If you have questions, contact Rosalyn Lazare-Payne at 512.458.7111 ext 2684 or via email at rosalyn.lazare-payne@dshs.state.tx.us.

Rosalyn Lazare -Payne, CTP
Client Services Contracting Unit -MC 1886
Department of State Health Services
1100 West 49th Street
PO BOX 149347
Austin, TX 78714-9347
512-458-7111-2684

CONFIDENTIALITY NOTICE: This email and any files transmitted with it may contain Protected Health Information under the Federal Health Insurance Portability and Accountability Act (HIPAA). If the receiver of this email is a Covered Entity under the regulations, you are obligated to treat this information accordingly. If this email was sent to you in error, you are prohibited from utilizing or disseminating this email or any attachments. Please immediately delete it from your computer system and notify the sender of their error.

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2011-037506 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY (Contractor), a Government Entity, (collectively, the Parties).

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

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $440,313.00, 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 01/01/2011 and ends on 12/31/2011. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

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

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

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

   2011-037506-001 TB Prevention and Control services

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: 17460007176037

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

CONTRACT NO. 2011-037506
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000368785

CONTRACTOR: HIDALGO COUNTY

DSHS PROGRAM: TB Prevention and Control services

TERM: 01/01/2011THRU: 12/31/2011

SECTION I. STATEMENT OF WORK:

Throughout the Contractor's defined service area of Hidalgo County, the Contractor shall develop and provide: (1) basic services and associated activities for tuberculosis (TB) prevention and control; and (2) expanded outreach services to individuals of identified special populations who have TB and/or who are at high risk of developing TB.

Contractor shall provide the services outlined above in compliance with the following:

- DSHS Standards of Performance for the Prevention and Control of Tuberculosis, available at http://www.dshs.state.tx.us/idcu/disease/tb/publications/default.asp;
- DSHS Standards for Public Health Clinic Services, available at http://www.dshs.state.tx.us/sdi/docs/section8.pdf;
- American Thoracic Society (ATS) and Centers for Disease Control and Prevention (CDC) joint statements on diagnosis, treatment and control of TB available at http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5211a1.htm;
- Diagnostic Standards and Classification of Tuberculosis in Adults and Children, (American Journal of Respiratory and Critical Care Medicine, Vol. 161, pp. 1376-1395, 2000) http://ajrccm.atsjournals.org/cgi/reprint/161/4/1376;
- Treatment of Tuberculosis, (ATS/CDC/IDSA), 2003 available at http://www.cdc.gov/tb/pubs/mmwr/Maj_guide/default.htm;
- Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000, available at http://www.cdc.gov/mmwr/PDF/rr/rr4906.pdf;
- Updated: Adverse Event Data and Revised American Thoracic Society/CDC Recommendations Against the Use of Rifampin and Pyrazinamide for Treatment of Latent Tuberculosis Infection – United States, 2003, MMWR 52 (No. 31) http://www.cdc.gov/mmwr/preview/mmwrhtml/mm5231a4.htm; and
- Controlling Tuberculosis in the United States, MMWR, Vol. 54, No. RR-12, 2005 http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5412a1.htm.

Contractor shall comply with all applicable federal and state regulations and statutes, including, but not limited to, the following:

- Texas Tuberculosis Code, Health and Safety Code, Chapter 13, Subchapter B,
- Communicable Disease Prevention and Control Act, Texas Health and Safety Code, Chapter 81,
- Screening and Treatment for Tuberculosis in Jails and Other Correctional Facilities, Health and Safety Code, Chapter 89,
- Texas Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter A, Control of Communicable Diseases, and
- Texas Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter H, Tuberculosis Screening for Jails and Other Correctional Facilities.

Contractor shall perform all activities under this Renewal Program Attachment in accordance with Contractor's final, approved work plan (attached as Exhibit A), and detailed budget as approved by DSHS. Contractor must receive written approval from DSHS before varying from applicable policies, procedures, protocols, and the final approved work plan, and must update its implementation documentation within forty-eight (48) hours of making approved changes so that staff working on activities under this contract knows of the change(s).

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below what is projected in Contractor's total Program Attachment amount, as shown in SECTION VI. BUDGET, Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

Because of the inherent time to complete treatment for tuberculosis disease and latent tuberculosis infection in relation to the period of this Renewal Program Attachment, required reporting under this Renewal Program Attachment will show results for work performed under previous Program Attachments.

Contractor shall provide a complete and accurate annual narrative report, in the format provided by DSHS, demonstrating compliance with the requirements of this Renewal Program Attachment. That report shall include, but is not limited to, a detailed analysis of performance related to the performance measures listed below. A progress report of activities in January through December shall also be submitted, in a format provided by DSHS. The narrative program report shall be sent to the Department of State Health Services, TB Services Branch, Mail Code 1939, PO Box 149347, Austin, Texas 78714-9347 via regular mail, or by fax to (512)458-7787, or e-mail to charles.wallace@dshs.state.tx.us. Contractor shall maintain the documentation used to calculate performance measures as required by the General Provisions Article VIII "Records Retention" and by the Texas Administrative Code Title 22, Part 9 Chapter 165, §165.1 regarding the retention of medical records.

Report periods and due dates are as follows:

PERIOD COVERED	DUE DATE
January 2010– December 2010	March 1, 2011
January 2011 – May 2011	July 1, 2011

Contractor shall send all initial reports of confirmed and suspected TB cases to DSHS within seven (7) working days of identification or notification. Any updates to initial DSHS Report of Cases and Patient Services Forms (TB-400) (e.g., diagnosis, medication changes, x-rays, and bacteriology) and case closures shall be sent within 30 days of when a change in information in a required reporting field occurs to DSHS at PO Box 149347, Mail Code 1939, Austin, Texas 78714-9347.

Contractor shall send an initial report to DSHS of contacts on all Class 3 TB cases and smear-positive Class 5 TB suspects within thirty (30) days of identification using DSHS' Report of Contacts Form (TB-340 and TB-341). Any new follow-up information (not included in the initial report) related to the evaluation and treatment of contacts shall be sent to DSHS on the TB-340 and TB-341 at intervals of 90 days, 120 days, and 2 years after the day the Contractor became aware of the TB case.

Electronic reporting to DSHS for Class 3 TB cases, smear positive Class 5 TB suspects, and their contacts may become available during the term of this Renewal Program Attachment. Once notified of this option by DSHS, Contractor may avail itself of this option if it adheres to all the electronic reporting requirements (including system requirements) provided at that time.

Contractor will determine and report annually the number of persons which receive at least one TB service, including but not limited to: tuberculin skin tests, chest radiographs, health care worker services, or treatment with one or more anti-tuberculosis medications.

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 Renewal Program Attachment, without waiving the enforceability of any of the other terms of the contract or any other method of determining compliance:

1. Cases, and suspected cases, of TB under treatment by Contractor shall be placed on timely and appropriate Direct Observed Therapy (DOT);

2. Newly diagnosed TB cases that are eligible* to complete treatment within 12 months shall complete therapy within 365 days or less;
   **Exclude TB cases 1) diagnosed at death, 2) who die during therapy, 3) who are resistant to Rifampin, 4) who have meningeal disease, and/or 5) who are younger than 15 years with either miliary disease or a positive blood culture for TB.*

3. TB cases with initial cultures positive for Mycobacterium tuberculosis complex shall be tested for drug susceptibility and have those results documented in their medical record. If data indicates a compliance rate for this Performance Measure of less than 97%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

4. Newly-reported cases of TB with Acid-fast Bacillis (AFB) positive sputum culture results will have documented conversion to sputum culture-negative within 60 days of initiation of treatment. If data indicates a compliance rate for this Performance Measure of less than 43%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

5. Newly-reported TB cases shall have an HIV test performed (unless they are know HIV-positive, or if the patient refuses) and shall have positive or negative HIV test results reported to DSHS according to the schedule provided herein. If fewer than 78% of newly reported TB cases have a result of an HIV test reported, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

6. Newly-reported suspected cases of TB disease shall be started in timely manner on the recommended initial 4-drug regimen. If fewer than 93% of newly-reported TB cases are started on an initial 4-drug regimen in accordance with this requirement, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

7. Newly-reported TB patients with a positive AFB sputum-smear result shall have at least three contacts identified as part of the contact investigation that must be pursued for each case. If data indicates a compliance rate for this Performance Measure of less than 90%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

8. Newly-identified contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive TB case shall be evaluated for TB infection and disease. If data indicates a compliance rate for this Performance Measure of less than 80.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

9. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case and that are newly diagnosed with latent TB infection (LTBI) shall be started on timely and appropriate treatment. If data indicates a compliance rate for this Performance Measure of less than 60%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

10. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case that are newly diagnosed with LTBI and that were started on treatment shall complete treatment for LTBI as described in Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000, and according to the timelines given therein. If data indicates a compliance rate for this Performance Measure of less than 40%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

11. Newly-reported TB patients that are older than 12-years-old and that have a pleural or respiratory site of disease shall have sputum AFB-culture results reported to DSHS according to the timelines for reporting initial and updated results given herein. If data indicates a compliance rate for this Performance Measure of less than 88.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS; and

12. All reporting to DSHS shall be completed as described herein under Section I above and submitted by the deadlines given.

If the Contractor fails to meet any of the performance measures, the Contractor shall furnish in the narrative report, due March 1, 2011, a written explanation including a plan (with schedule) to meet those measures. This requirement does not excuse any violation of this Contract, nor does it limit DSHS as to any options available under the contract regarding breach.

SECTION III. SOLICITATION DOCUMENT:

Exempt - Governmental Entity

SECTION IV. RENEWALS:

DSHS may renew the Program Attachment for up to three (3) additional one-year terms, at DSHS's sole discretion.

SECTION V. PAYMENT METHOD:

Cost Reimbursement

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

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to

the addresses/number below.

Claims Processing Unit, MC1940
Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

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

SECTION VII. BUDGET

SOURCE OF FUNDS: CFDA Funding #93.116

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, are revised to include the following:

General Provisions, **Article 1. COMPLIANCE AND REPORTING, Section 1.07,** Statutes **and Standards of General Applicability**, is amended to include the following:

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

General Provisions, **Article III. FUNDING, Section 3.06, Nonsupplanting**, is revised to include the following:

> Funding from this Renewal Program Attachment shall not be used to supplant (i.e., used in place of funds dedicated, appropriated or expended for activities funded through this Renewal Program Attachment) state or local funds, but Contractor shall use such funds to increase state or local funds currently available for a particular activity. Contractor shall maintain local funding at a

sufficient rate to support the local program. If the total cost of the project is greater than DSHS' funding set out in SECTION VII. BUDGET, Contractor shall supply funds for the remaining costs in order to accomplish the objectives set forth in this Program Attachment.

All revenues directly generated by this Renewal Program Attachment or earned as a result of this Renewal Program Attachment during the term of this Renewal Program Attachment are considered program income; including income generated through Medicaid billings for TB related clinic services. Contractor shall use this program income to further the scope of work detailed in this Renewal Program Attachment, and must keep documentation to demonstrate such to DSHS's satisfaction. This program income may not be used to take the place of existing local, state, or federal program funds.

General Provisions, Article **IV**. **PAYMENT METHODS AND RESTRICTIONS Section 4.02, Billing Submission**, is hereby revised to add:

Quarterly Financial Status Reports (Form 269A) from Contractor shall be provided to DSHS in the format provided by the DSHS. These reports shall be mailed to Department of State Health Services, Attention: Accounting Section, Claims Processing Unit, Mail Code 1940, 1100 West 49th Street, PO Box 149347, Austin, Texas 78714-9347. One (1) copy of each quarterly financial status report shall be mailed to the Department of State Health Services, Attention: Infectious Disease Intervention and Control Branch, Mail Code 1939, PO Box 149347, Austin, Texas 78714-9347. These reports shall be submitted on a quarterly basis as follows:

PERIOD COVERED	**DUE DATE**
January, February March	April 29, 2011
April, May, June	July 29, 2011
July, August, September	October 31, 2011
October, November December	February 29, 2012

General Provisions**, Article XIII. General Terms**, **Section 13.15 Amendment**, is amended to include the following:

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

2011-037506-001

Categorical Budget:

PERSONNEL	$292,464.00
FRINGE BENEFITS	$94,575.00
TRAVEL	$7,500.00
EQUIPMENT	$8,799.00
SUPPLIES	$25,775.00
CONTRACTUAL	$0.00
OTHER	$11,200.00
TOTAL DIRECT CHARGES	$440,313.00
INDIRECT CHARGES	$0.00
TOTAL	$440,313.00
DSHS SHARE	$440,313.00
CONTRACTOR SHARE	$0.00
OTHER MATCH	$0.00

Total reimbursements will not exceed $440,313.00

Financial status reports are due: 05/02/2011, 08/01/2011, 10/31/2011, 02/29/2012

Equipment List Attached.

Equipment List

Equipment Total: $ 8,799.00

Item #	Equipment Description	Units	Unit Cost	Total
1	EPSON Powerlite 825+ Projector: For use in TB educational presentations to community group & providers. Mfg. Part V11H356020, CDW Part 2002731, UNSPC 45111614.	1	$1,000.00	$1,000.00
2	Panasonic Toughbook 52-Core i5 540M 2.53 GHz - 15.4" TFT: to develop TB educational presentations to community groups & providers.	2	$2,979.00	$5,958.00
3	Xerox Documate 2621: For maintenance of TB medical records reports & educational presentations. Mfg. Part XDM26215D-WU, CDW Part 1411064, UNSPSC 43211711.	2	$920.50	$1,841.00

2011-037506
HIDALGO COUNTY
Exhibit A/Work Plans
TB/PC - FEDERAL

1. During 2011, the Hidalgo County Health & Human Services Department (HCHHSD) purposes to continue to serve the area of Hidalgo County, with populations to be served; but not limited to: HIV/AIDS; silicosis;chronic renal failure/hemodialysis; hematologic/ reticuloendothelial malignancy; head/neck cancer; immunosuppression; jejunoileal bypass; solid organ transplantation; radiographic evidence of old, untreated TB; injection drug use; close contacts to active highly infectious TB case (including children < 5 yrs old who are TST negative); Recent convertor (within last 2 years); gastrectomy; diabetes mellitus (insulin requiring or poorly-controlled); recent immigrant (5< yrs) from endemic country; targeted communities- underdeveloped colonias and housing projects with low income and newly immigrant population; Salvation Army homeless shelter; ESL (English as a Second Language) Program based out of public schools; Drug and Alcohol Counseling Centers; Detention Center(754), County Jail (1200 beds); and Adult Day Care Centers. HCHHSD does not propose to subcontract TB services. The HCHHSD will continue to provide TB services to neighboring counties thru regional referrals and to Mexico thru the Bi-National Program.

2. The HCHHSD is under the jurisdiction of the County Judge and County Commissioners. The HCHHSD consists of seven comprehensive clinics that are located throughout the county and one centralized pulmonary clinic. The department has policies and procedures in providing client services, hiring personnel, professional and support staff training, quality assurance, and peer review (Attachment 1 Organizational Chart).
   The HCHHSD continues to participate in research projects with the UT-Health and Science Center in San Antonio, Study 26 and Study 29; UT-Brownsville School of Public Health-Study on T-spot and TB research program on Texas-Mexico border. UTB continues to work with and depend on the DSHS Regional TB Physician to conduct client assessments and follow ups. The HCHHSD also depend on the support of TCID and Tyler in the treatment of critical TB clients that are not able to receive the essential care locally.
   The HCHHSD continues to utilize DSHS support for technical assistance, professional and support staff training, and service delivery policies for the TB program.

   Historically, the HCHHSD has been supported by local funds to supplement the TB program (by 60%↑). The departments Budget Officer and the County Auditor ensure that TB funds are expended appropriately as per DSHS Grant Management requirements. The TB Program collaborates and networks with local providers and hospitals to expand active TB surveillance, to identify and treat TB cases/suspects in a timely manner. The TB program consists of one pulmonary clinic in Edinburg. The TB Program staff currently consists of one RN Supervisor, one staff RN, 5 LVN's, 6 Outreach Worker's and 3 Clerk's. The nurses assess, educate, treat and follow-up TB cases/suspects. The Outreach Workers are utilized to deliver DOT to

TB cases/suspects. The complexity of the TB cases continue to rise; thus, comprehensive nursing staff are utilized to assist with the LTBI caseload. The barrier that still continues, is the restrictive admission process of our critical TB cases to TCID. DSHS and Hidalgo County's partnership is crucial to ensure appropriate treatment and follow-up of TB case/suspects.

3. HCHHSD will collect at least one TB service including but not limited to tuberculin skin test, chest radiographs, health care worker services or treatment with one or more anti-tuberculosis medications in 2011. This data continues to be collected manually thru daily tally sheets and Microsoft Access Program; and compile into monthly reports. TWICES is also utilized to access and report some of this data.

4. The TB nurses collect and tabulate data in state and county TB forms and submit to TB Records Manager for tabulating and reporting. These activities are conducted daily. During 2011 the HCHHSD will conduct community surveillance to identify unreported cases of TB and individuals suspected of having TB infection by conducting: targeted screening of high risk population areas identified thru mapping of cluster cases in Hidalgo County; proactive surveillance activity to hospitals, labs, pharmacies, private providers, schools, and Veterinary Hospitals. Also, provide physician offices with information regarding TB case management, referrals of high risk individuals placed on treatment for LTBI, and referral of TB Suspects. Currently Microbiology Lab and local hospitals conduct acid-fast bacilli smears and cultures for mycobacterium tuberculosis complex. The HCHHSD will continue to document outbreaks on the Incident Report EF 12-12104 (2/2005).

5. The nurses collect and enter the data in the appropriate TB forms, and in the TWICES Program daily. The data collected is reviewed by the TB Records Manager and the RN Supervisor for completeness, accuracy and timeliness. In addition, monthly case management reviews are conducted by the RN Supervisor, TB Physician and TB nurse case managers to monitor compliance of TB Program standards, policies and procedures.

6. During 2011, the HCHHSD will coordinate with other health and human services providers in the service area to avoid duplication of services by: maintaining a record of clients referred; educating the Department of Human Service's to identify clients who are seeking assistance for TB; maintaining the pro-surveillance reporting system thru hospital infection control nurses; nine (9) local hospitals; private laboratories, private physicians, and university research projects.
   The HCHHSD will continue to work with the following Hidalgo County Community

   Programs:
   University of Texas- Pan American/BSN student nursing program; provide students with hands on experience in tuberculosis; El Milagro and Nuestra Clinica del Valle, who serve low income/undocumented clients; Salvation Army-homeless shelter; Avance- a community base organization that promote health wellness thru the use of promotoras; Drug and Alcohol Counseling Centers; East Hidalgo Detention Center (754 beds); Hidalgo County Jail (1200 beds); Family Doctors/Pulmonologist-refer TB suspects to rule out tuberculosis; Local Hospitals (9)- McAllen Medical Center, Mission Hospital, Edinburg Regional, Rio Grande Regional, Heart Hospitals, Knapp Medical Hospital, Doctors Hospital at Renanissance, Driscol Children's Hospital, Corner Stone Hospital; Life Care Hospital; Birth Center - Holy

Family Services; Nursing Homes; Tropical Texas –MHMR; Texas Department of Human Services; Veterans Department Clinic; Rio Grande Food Pantry; Catholic Social Services; Housing Authority; Texas Interagency Council on Early Childhood Intervention (ECI) of Region 1; Texas Department of Protective and Regulatory Services, Valley Aid Council; TB Net; TB Cure; Hospice in McAllen, Tx., and Rehabilitation Centers.

7. The HCHHSD has not had any changes in providing services to culturally diverse populations. The county is approximately 89 percent white Hispanic, 9 percent white/non-hispanic, and 2 percent other (Black, Asian, other). All of our clinic staff are bilingual (English/Spanish). If needed, additional interpretation services and language translation is available thru contractual services provided by the department. Also, the HCHHSD has strived to maintain all health facilities ADA complaint. And, the HCHHSD clinics are accessible to provide TB services to contacts/cases/suspects and LTBI's as needed thru out the county. The TB nurses and outreach workers are accessible and travel to clients homes and/or other designated areas to provide TB client services. Service hours are 8:00 AM to 5:00 PM Monday thru Friday, however, TB staff are accessible after hours and weekends as the need arises.

8. During 2011, the HCHHSD will conduct management of TB cases and suspects with emphasis on provision of Directly Observed Therapy (DOT):
100% of cases/suspects reported to the Hidalgo County Health and Human Services Department will be evaluated for diagnosis and treatment; 90% of TB cases ordered TB drugs will complete course of recommended therapy; 90% of TB suspects/cases ordered TB treatment will be on DOT; longer treatment period for MDR cases may be required; Consultation with experts is also required; DOT's will be administered by nurses and/or delivered by field TB Outreach Worker's; monthly toxicity to observe for side effects will be performed by nurses; monthly monitoring, to evaluate treatment progress, will be conducted by nurses and physician; nurses/TB Outreach Worker will perform toxicity to observe for side effects before each DOT dose is given. The use of incentives/enablers are provided by local funds as available.

9. TB Case Management reviews are conducted monthly by the TB RN Supervisor, TB Physician and TB Nurse Case Managers. The TB cases are evaluated for health care status and treatment plan as per TB standards/policies by the TB Physician & RN Supervisor.

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10. The HCHHSD has implemented the cohort analysis of cases by integrating this process with the monthly TB Case Management and monthly TB QA staff meetings to facilitate compliance.

11. During 2011, the HCHHSD will conduct management of contacts and positive reactors with emphasis on Direct Observed Preventive Therapy (DOPT) to LTBI's who are less than five years of age, HIV infected or in the same residence as a TB case recieving directly observed therapy (DOT). The department has and will continue to comply with the performance measures as described on this RFP, Form D (specifically #'s 9,10 and 11). In addition, contacts with initial negative TB skin test will be re-screened for 2nd TST within 8 to 10 weeks, post exposure date. Contacts who convert will continue or start treatment for LTBI, as per DSHS/CDC

guidelines. DOPT will be considered to other persons at high risk for progression to TB disease as resources allow.

12. The HCHHSD TB RN Supervisor with the support of the DON, has developed a TB contact investigation team to timely conduct TB contact investigation following DSHS/CDC guidelines. HCHHSD forms (tool/checklist) are utilized to ensure all areas of the contact investigation are covered; thus, ensuring all areas have been evaluated when fewer than 3 contacts have been identified. In addition, by developing a TB Contact Investigation Team, the department has expedited the interviewing of cases and the evaluation of contacts. The department has also re-structered the follow-up of LTBI's to improve the completion rate for preventive therapy. This process includes the disseminating of the LTBI caseload among all the seven comprehensive department clinics; thus being more accessible to the clients. Also, the department is in the process of developing an incentive's program to improve the compliance of LTBI preventive therapy.

13. During 2011, the HCHHSD will continue to maintain infection control procedures in the Pulmonary and Health Clinics; and will continue to adhere to the departments guidelines for identifying TB infectious patients.
    Administrative Control: medical & nursing staff will follow local policies and procedures in identifying, isolating, evaluating, and treatment of persons likely to have TB; new TB staff will receive 40 hours of TB training, and receive at least 16 hours of training annually thereafter; TB staff will follow the department's policy on employee TB skin testing; every 3-6 months TB skin testing on TST negative TB staff will be conducted; annual monitoring of signs and symptoms for TB on positive reactors will be conducted; will TST all new staff by using 2- step method if documented previous negative skin test; new staff with documented positive TST will assess for signs and symptoms of TB, offer base line chest x-ray, and get medical clearance; will provide a safe working environment for staff; and will provide separate waiting area for non-TB patients.
    Engineering Control: will maintain essential equipment functioning properly; will clean bacteriocidal lamps monthly and replace as needed; will monitor negative pressure in the four (4) isolation rooms; will change A/C filters in the hepa filtration units, monthly or sooner if necessary; all maintenance for above controls will be logged by date and type of maintenance provided and by whom; staff providing some of the maintenance will be instructed on the danger of exposure when changing UV lights; will provide training on engineering control maintenance to all essential staff upon hire, yearly & as needed.
    Personnel Respiratory Protection: staff will screen and identify patients suspected of TB and will isolate appropriately; cough induced sputums will be collected in a negative pressure room with UV light and hepa filter unit; health care workers collecting sputum will use their personal particulate Inovel1500 N95 respirator and will be re-fitted yearly and as needed; all health care workers will be trained on the use of personal respirators. Health Department clinics with no isolation rooms will collect sputums outdoors in a designated area.

14. During 2011, the HCHHSD will conduct targeted TB screening by:
    providing TB screening training to private providers; providing TB training to community based organizations; monitoring TB screening at the 1200 bed county jail facility; providing TB screening at the Salvation Homeless Shelter, low income

colonias, English as second language (ESL) programs in the schools; providing TB training to nursing homes, and hospital infection control, to encourage TB testing of staff and residents as needed; and providing TB training for promotoras who perform outreach activities.

15. During 2011, the HCHHSD will provide professional education and training to train new/current TB staff:

Will provide 40 hours of TB orientation for each TB Health Department employees (nurses, clerks, outreach workers) which include; Introduction of TB program; Role of the Public Health Nurse in TB Communicable Disease Control- Reporting: who, when, what, and where to report ; CDC self study modules 1-9 (for nurses);Core Curriculum on Tuberculosis; review of TB Policy and Procedure Manual; review of TB Drugs; and Infection Control. The completion of TB staff (nurse, outreach worker, clerk) orientation and skills will consist of:

a. Observation and hands on TB training at the Pulmonary Clinic 1-2 months depending on need; and,
b. Provide at least 16 hours of TB continuing education- by in services provided in house or by attending TB workshops annually.

16. During 2011, the HCHHSD will evaluate all referrals of immigrants and refugees following local guidelines for Aliens with notifications, Class A, Class B-1 Pulmonary, Class B-1 Extrapulmonary, Class B-2 and Class B3 as follows:

Class A (Positive Cases)-

Will open and complete TB record; at initial clinic visit, assess client for signs and symptoms of TB; take v/s, hx, etc.; if no previous TST, apply one; collect sputum x 3 induced and do chest x-ray with MD evaluation; complete TB400 A/B; continue treatment DOT as per MD orders; complete and sign CDC 75.17 (Rev. 02/99) form and submit to DSHS.

Class B-Pulmonary (no treatment)-

Will open and complete TB record; at initial clinic visit, assess client for signs and symptoms of TB; take v/s, hx, etc.; if no previous TST, apply one; collect sputum x 3 and do chest x-ray with MD evaluation; await culture results and MD recommendations; complete TB400 A/B; complete and sign CDC 75.17 (Rev. 02/990 form and submit to DSHS.

Class B-1 Pulmonary (complete treatment)-

Will open and complete TB record; at initial clinic visit, assess client for signs and symptoms of TB; take v/s, hx, etc.; if no previous TST, apply one; do chest x-ray and collect sputum if indicated by MD; complete TB400 A/B; complete and sign CDC 75.17 (Rev. 02/99) form and submit to DSHS.

Class B-1 Extra-pulmonary-

Will open and complete TB record; at initial clinic visit, assess client for signs and symptoms of TB; take v/s, hx, etc.; if no previous TST, apply one; if chest x-ray abnormal, collect sputum if indicated by MD; initiate treatment if indicated by MD; complete TB400 A/B; complete and sign CDC 75.17 (Rev. 02/99) form and submit to DSHS.

Class B-2 (LTBI)-

Will open and complete TB record; at initial clinic visit, assess client for signs and symptoms of TB; take v/s, hx, etc.; if no previous TST, apply one; initiate preventive treatment if indicated by MD; complete TB400 A/B; complete and sign CDC 75.17 (Rev.02/99) form and submit to DSHS.

Class B-3 (Contact) -

If no TST, apply one; if TST positive, follow same procedure as Class B-2; if TST negative, follow up in 8-10 weeks for 2nd TST; complete TB400 A/B; complete and sign CDC 75.17 (rev. 02/99) form and submit to DSHS

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ARTICLE I COMPLIANCE AND REPORTING

Section 1.01 **Compliance with Statutes and Rules.** Contractor shall comply, and shall require its subcontractor(s) to comply, with the requirements of the Department's rules of general applicability and other applicable state and federal statutes, regulations, rules, and executive orders, as such statutes, regulations, rules, and executive orders currently exist and as they may be lawfully amended. The Department rules are located in the Texas Administrative Code, Title 25 (Rules). To the extent this Contract imposes a higher standard, or additional requirements beyond those required by applicable statutes, regulations, rules or executive orders, the terms of this Contract will control. Contractor further agrees that, upon notification from DSHS, Contractor shall comply with the terms of any contract provisions DSHS is required to include in its contracts under legislation effective at the time of the effective date of this Contract or during the term of this Contract.

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.

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

2011-037506
Application or Contract Number

HIDALGO COUNTY
Organization Name

Hidalgo County Health & Human Services Department
2011 T.B. Elimination (Program 011) Funding - Budget
Salary Schedule
January 1, 2011 through December 31, 2011

For Reporting Purposes Only

1-1293-441-00-340-011-0-xxx

Slot #	Position Title	* Grade & Step Salary	Distribution 340-003	%	340-005	%	340-008	%	340-011	%	340-012	%
G002	Lic. Voc. Nurse III	49,084.00	10,137.00	0.21	1,855.00	0.04		-	37,092.00	0.75		-
G003	Lic. Voc. Nurse III	49,084.00	10,137.00	0.21	1,855.00	0.04		-	37,092.00	0.75		-
G004	Lic. Voc. Nurse III	49,084.00	11,992.00	0.25	-	-		-	37,092.00	0.75		-
G005	Lic. Voc. Nurse III	49,084.00	14,912.00	0.30	1,628.00	0.03		-	32,544.00	0.67		-
G006	Outreach Specialist I	27,131.00	2,169.00	0.08	1,190.00	0.04	-	-	23,772.00	0.88		-
G007	Asst TB Rcrd Mngr	26,320.00	1,739.00	0.07	1,169.00	0.04		-	23,412.00	0.89		-
G008	Outreach Specialist I	23,327.00	516.00	0.02	35.00	0.00		-	22,776.00	0.98		-
G009	Outreach Specialist II	30,645.00	9,426.00	0.31	1,011.00	0.03		-	20,208.00	0.66		-
G010	Outreach Specialist I	27,131.00	8,082.00	0.30	905.00	0.03		-	18,144.00	0.67		-
G011	Outreach Specialist I	25,594.00	11,766.00	0.46	16.00	0.00		-	13,812.00	0.54		-
G012	Clerk III	26,520.00	-	-	-	-	-	-	26,520.00	1.00		-
Total Gross Salary - >									**292,464.00**			
Health Insurance - ($4,164 / Yr / person prorated by % of pay)									**34,811.00**			
Life Insurance - ($33 / Yr / person prorated by % of pay)									**276.00**			
FICA - (7.65% * Gross Salary)									**22,374.00**			
Retirement - (8.92% * Gross Salary)									**26,088.00**			
Unemployment - (.50% * Gross Salary)									**1,462.00**			
Worker's Comp - (3.27% * Gross Salary)									**9,564.00**			
Total gross salary and fringes - >									**387,039.00**			

* **Note 1** *This schedule includes figures computed when the grant application for this grant was prepared. (July '10)*
* **Note 2** *At the time the grant application for this grant was prepared, a 5% cost of living increase was factored in; however, Commissioner's Court did not approve the pay increase.*
* **Note 3** *A Budget Modification will be done at a later time to re-align the budget category amounts with a revised payroll projection.*
* **Note 4** *Actual payroll for 2011 will remain at 2010 levels.*
* **Note 5** *The percentages and premium amounts used to calculate fringes amounts at the time of the grant application have, since, been updated. The 2011 fringe percentage and premium rates will change effective Jan. 1st, 2011; The Budget Modification that will be done at a later date will include a revised calculation of fringes in relation to the revised amount of salary projection.*

Prepared by:
Mike Escaname
Health Human Services Dept.
12/13/10

Hidalgo County

Department of Budget & Management

2011 Salary Schedule

COMMISSIONERS COURT

1293-441-00-340-011-0

TDH T.B.ELIM

Slot #	Obj Code	POSITION TITLE	2010 BUDGETED SALARY	2011 ADJUSTED SALARY	2011 BASE SALARY	% INC	AMOUNT INCREASE	OTHER INCREASE	2011 BUDGETED SALARY APPROVED	2011 ACTUAL SALARY	Other Allownaces					2011 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	
G002	113	LICENSED VOCATIONAL NURSE III	$35,317.00	$0.00	$0.00	0	$0.00	$0.00	$35,317.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G003	113	LICENSED VOCATIONAL NURSE III	$35,317.00	$0.00	$0.00	0	$0.00	$0.00	$35,317.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G004	113	LICENSED VOCATIONAL NURSE III	$35,317.00	$0.00	$0.00	0	$0.00	$0.00	$35,317.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G005	113	LICENSED VOCATIONAL NURSE III	$30,990.00	$0.00	$0.00	0	$0.00	$0.00	$30,990.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G006	113	OUTREACH SPECIALIST I	$22,630.00	$0.00	$0.00	0	$0.00	$0.00	$22,630.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G007	113	ASST TB RECORDS MNGR	$22,296.00	$0.00	$0.00	0	$0.00	$0.00	$22,296.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G008	113	OUTREACH SPECIALIST I	$21,683.00	$0.00	$0.00	0	$0.00	$0.00	$21,683.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G009	113	OUTREACH SPECIALIST II	$19,243.00	$0.00	$0.00	0	$0.00	$0.00	$19,243.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G010	113	OUTREACH SPECIALIST I	$17,010.00	$0.00	$0.00	0	$0.00	$0.00	$17,010.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G011	113	OUTREACH SPECIALIST I	$13,147.00	$0.00	$0.00	0	$0.00	$0.00	$13,147.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G012	113	CLERK III	$25,256.00	$24,996.00	$24,996.00	0	$0.00	$0.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		Totals	$278,206.00	$24,996.00	$24,996.00		$0.00	$0.00	$278,206.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

AI-24398 **11.C.**

Human Services Division

CC REGULAR

Date:	12/21/2010
Submitted By:	Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Dairen Sarmiento
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Consideration and approval of Contract for Outstationed Assigned Specialists in the Health Care Facilities at:
1. Knapp Medical Center
2. Mission Hospital, Inc.
3. Rio Grande Regional Hospital
4. McAllen Hospitals LP
5. Doctors Hospital at Renaissance

BACKGROUND

Annual Contract between Hidalgo County and local UPL hospitals. County has assigned employees located at listed hospitals. No additional funding needed.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact.
The Contractor desires to provide accommodations for County's out stationed employee eligibility specialist at the Contractor's facility(s) for the purpose of providing eligibility determination.

Effective date is January 1, 2011

Attachments

Link: knapp

Link: mission

Link: rio grande regional

Link: mcallen

Link: dhr

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Budget & Management	Erika Zamora	12/13/2010 03:47 PM	APRV
2	Manuel Chapa	Manuel Chapa	12/16/2010 09:13 AM	APRV
3	Auditor's Office		12/17/2010 04:46 PM	NEW

Form Started By: Dairen Sarmiento

Started On: 12/13/2010 01:25 PM

Final Approval Date: 12/17/2010

CONTRACT

Out stationed Assigned Specialists In Health Care Facilities

I. Parties

COUNTY: Hidalgo County Texas
Health and Human Avenue
1304 South 25th Avenue
Edinburg, Texas 78542

CONTRACTOR: **Knapp Medical Center**
P O Box 1110
Weslaco, Texas 78599

II. Recitals

WHEREAS, the County administers various Assistance Programs(collectively the Program) under the provisions of state and/or federal law, and in collaboration with the hospitals and Hidalgo County Clinical Services, Inc., and desires to provide processing of assistance applications at locations other than government offices; and

WHEREAS, the Contractor desires to provide accommodations for County's out stationed employee eligibility specialist at the Contractor's facility(s) for the purpose of providing eligibility determination services.

NOW, THEREFORE, in consideration of the terms and conditions herein set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Contractor agree to the following terms and conditions set forth herein:

III. Participation

This Contract is entered into by and between **Knapp Medical Center** ("Contractor") and the COUNTY OF HIDALGO, TEXAS ("County").

The County will hire, train and assign to the Contractor's facility(s) one or more eligibility specialist (hereafter collectively referred to as Assigned Specialist) as described in Attachment B – Schedule of Positions, which is attached and incorporated herein for all purposes.

Contractor shall provide for each Assigned Specialist an appropriate work area including, but not limited to, items described in attachment A. Contractor shall assure that suitable private space is available on an as-needed basis to Assigned Specialist conducting confidential client interviews.

All eligibility forms will be provided by the County at no cost to the Contractor. All equipment and furniture that is purchased by either party for purposes described herein shall remain the property of the purchaser after the termination of this contract.

IV. Supervision

Assigned Specialist (whether one or more) assigned to the Contractor under this agreement remains an employee of the County. The employer-employee relationship exists solely between the County and the Assigned Specialist and all benefits, rights and employer-employee responsibilities rest with the County. Assigned Specialist shall not possess any authority, expressed or implied, to act for or on behalf of the Contractor nor shall they, at any time, be considered an agent or representative for the Contractor.

Each Assigned Specialist shall be under the supervision of a County supervisor for purposes of training, staff development, technical assistance relating to job performance, and other county responsibilities described in Attachment A.

Contractor's supervision of the Assigned Specialist shall be limited to the responsibilities and activities described in Attachment A.

Assigned Specialist assigned under this contract is subject not only to County regulations but also to applicable rules, regulations and policies of the Contractor, provided Contractor's requirements do not conflict with laws, regulations or policies of County.

Requirements pertaining to regular working hours and holidays are described in Attachment A.

The County will retain all Program eligibility responsibility and will furnish all materials and information specific to eligibility determinations at no charge to the Contractor.

The County agrees not to assign to Contractor any Assigned Specialist who was a former employee of Contractor and to which Contractor objects in writing to County.

V. Record-Keeping and Reporting

(a) Contractor shall provide free access to all of its records pertaining to the services performed under this Contract to representatives designated by the County, and to appropriate state authorities with regulatory responsibility for any public assistance program for which eligibility determinations are made under the agreement.

(b) Contractor agrees to retain financial and supporting documents, statistical records, and any other records pertinent to the services to indigent patients.

1. Records and documents shall be kept for a minimum of three (3) years and ninety (90) days after the termination of the contract period, or for three (3) years after the end of the county fiscal year in which services were provided if this contract has no specific termination date.
2. If any litigation, claim or audit involving these records begins before the three (3) year period expires, the Contractor will keep the records and documents for not less than three (3) years and ninety (90) days until all litigation, claims or audit findings are resolved. The case is considered resolved when there is a final order issued in litigation, or a written agreement is entered into between the County and the

Contractor.

3. The Contractor will keep records of non-expendable property acquired under the contract for three (3) years after final disposition of the property.
4. Contract period means the beginning date through the ending date specified in the original contract Extensions to any contract are considered to be separate contract periods.

VI. Assurances and Compliance

(a) Contractor agrees to notify the County in writing within ten (10) days of any changes in Contractor's status, including but not limited to change in ownership, change in Medicare/Medicaid provider status change in name, or any other changes affecting the activities described herein.

(b) Contractor understands that applications for public assistance in Texas must be voluntary. Contractor shall not require individuals to apply and the process by which individuals are screened for classification must not insist that they apply for public assistance.

(c) Contractor agrees to comply, and will require applicable subcontractors to comply, with all requirements of:

1. Any public assistance program in connection with which services are performed under this contract;
2. County confidentiality regulations, if any;
3. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Section 504 of the Rehabilitation Act of 1973 (P.L. 93112), The Americans with Disabilities Act of 1990 (P.L. 101-336), Title 40, Chapter 73, of the Texas Administrative Code, and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. These provide in part that no persons in the United States shall, on grounds of race, color, national origin, age, sex disability, political beliefs or religion be denied or excluded from participation in any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to any discrimination.
4. Immigration Report Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired after November 6, 1986 who will perform any labor or services under this contract.

VII. Miscellaneous Provisions

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 even the effected 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.

No Waiver. No waiver by County or Contractor 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.

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 agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by an agreement in writing executed by County and Contractor, and not otherwise.

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 shall be performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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 County: Hidalgo County Health & Human Services
Attention: Human Services Director
1304 S. 25th Avenue
Edinburg, Texas 78542

If to Contractor: **Knapp Medical Center**
Curtis F. Hurley, Jr., Chief Financial Officer

P O Box 1110
Weslaco,Texas 78599
956-969-5117

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.

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

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.

Assignment. This Agreement shall not be assignable by Contractor. County may assign this Agreement without the consent of Contractor.

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

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.

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

VIII. Indemnification

Contractor agrees to hold the County harmless and to indemnify it from and against any and all claims, demands and causes of action of every kind and character arising out of, or in connection with, the performance of services by the Contractor or any of its subcontractors under this contract.

IX. Termination

(a) In the event federal or state laws or other requirements are amended or judicially interpreted so that either party is unable to fulfill the terms of this contract, or if the parties are unable to agree upon any amendment needed to enable the continuation of services described herein, then the parties will be discharged from any further obligations created under the terms of this contract. The parties, however, will equitably settle respective accrued interest or obligations incurred up to the date of termination.

(b) This contract may be canceled at any time by mutual agreement, or, if not by such agreement, either party may cancel this contract any time without cause by giving thirty (30) days written notice in advance to the other party.

X. Term of Contract

The term of the contract shall be twelve (12) months commencing on the effective date. The contract shall be renewed and extended for additional one year period on any anniversary thereof unless terminated as stated in IX herein.

XI. Effective Date

The effective date of this contract is January 1, 2011.

XII. Signatory

Having agreed to the terms herein, the undersigned parties hereby represent and warrant that they are authorized to enter into and execute this contract either as an official or a representative of the County or the Contractor.

Hidalgo County, Texas

_____
Signature *Date*

Honorable. Ramon Garcia
Name

County Judge
Title

Approved by Commissioners' Court on

Contractor

_____
Signature *Date*

_____
Name

_____
Title

_____
Date

APPROVED AS TO FORM:

_____
Atlas & Hall L.L.P.

ATTEST:

_____
Arturo Guajardo Jr. - County Clerk

ATTACHMENT A

Participation Plan
Out stationed Eligibility Specialist

The County and the Contractor have mutually agreed to allow one or more County-employed eligibility specialist (collectively "Assigned Specialist") to be out stationed at health care facility(s) at the following locations:

1. **County Responsibilities. Assigned Specialist shall:**

   (a) Work with patients referred by Contractor staff to determine eligibility for public assistance or charity care provided by Hidalgo County Clinical Services, Inc.;

   (b) Certify to Contractor those Welfare recipients eligible for such assistance;

   (c) Refer ineligible applicants to Contractor's business office;

   (d) Make pertinent records available (to the extent permitted by applicable laws, regulations, County policies and/or procedures) at all reasonable times to the Contractor or its agents for verification.

   (e) Coordinate referrals to other county services and to Community Social Services.

2. **Work Schedule:**

   Daily: Monday – Friday 8:00 AM to 5:00 PM (With the exception of one day of the week that the Assigned Specialist is assigned to assist at a County Clinic, on an as needed basis.)

   Holiday: Assigned Specialist to follow approved County holiday schedule.

3. **Contractor Responsibilities:**

   (a) Provide for each Assigned Specialist adequate work space and equipment as supplied to Contractor's own staff;

   (b) Screen clients prior to referral to Assigned Specialist;

   (c) Refer to County Program Director any violations or inappropriate behavior of Assigned Specialist for appropriate action by County Supervisor. Director can be reached at (956) 318-2011.

   (d) Ensure that referrals to Assigned Specialist will be confined to County related work.

4. **County Liaison:** Dairen Sarmiento – Human Services Director
   Contractor Liaison: _____

ATTACHMENT B

Schedule of Positions
Out stationed Eligibility Specialist

(CONTRACTOR)

Job Title	Full Time	Facility Location
Assigned Specialist	**x**	**Knapp Medical Center** **1401 East 8th Street** **Weslaco, TX 78596** **956-969-4700** **956-969-8268**

The Assigned Specialists schedule will not require workers to log more than the standard number of regular time hours for such workers under applicable provisions of the Fair Labor Standards Act and Regulations and under county payroll policies, without the prior written authorization of the County. Generally an Assigned Specialist shall not be scheduled to work more than forty hours in any seven day work period, as work periods are defined under Hidalgo County payroll policies.

CONTRACT

Out stationed Assigned Specialists In Health Care Facilities

I. Parties

COUNTY: Hidalgo County Texas
Health and Human Avenue
1304 South 25th Avenue
Edinburg, Texas 78542

CONTRACTOR: **Mission Hospital, Inc**
900 South Bryan Road
Mission, Texas 78572

II. Recitals

WHEREAS, the County administers various Assistance Programs(collectively the Program) under the provisions of state and/or federal law, and in collaboration with the hospitals and Hidalgo County Clinical Services, Inc., and desires to provide processing of assistance applications at locations other than government offices; and

WHEREAS, the Contractor desires to provide accommodations for County's out stationed employee eligibility specialist at the Contractor's facility(s) for the purpose of providing eligibility determination services.

NOW, THEREFORE, in consideration of the terms and conditions herein set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Contractor agree to the following terms and conditions set forth herein:

III. Participation

This Contract is entered into by and between **Mission Hospital, Inc** ("Contractor") and the COUNTY OF HIDALGO, TEXAS ("County").

The County will hire, train and assign to the Contractor's facility(s) one or more eligibility specialist (hereafter collectively referred to as Assigned Specialist) as described in Attachment B – Schedule of Positions, which is attached and incorporated herein for all purposes.

Contractor shall provide for each Assigned Specialist an appropriate work area including, but not limited to, items described in attachment A. Contractor shall assure that suitable private space is available on an as-needed basis to Assigned Specialist conducting confidential client interviews.

All eligibility forms will be provided by the County at no cost to the Contractor. All equipment and furniture that is purchased by either party for purposes described herein shall remain the property of the purchaser after the termination of this contract.

IV. Supervision

Assigned Specialist (whether one or more) assigned to the Contractor under this agreement remains an employee of the County. The employer-employee relationship exists solely between the County and the Assigned Specialist and all benefits, rights and employer-employee responsibilities rest with the County. Assigned Specialist shall not possess any authority, expressed or implied, to act for or on behalf of the Contractor nor shall they, at any time, be considered an agent or representative for the Contractor.

Each Assigned Specialist shall be under the supervision of a County supervisor for purposes of training, staff development, technical assistance relating to job performance, and other county responsibilities described in Attachment A.

Contractor's supervision of the Assigned Specialist shall be limited to the responsibilities and activities described in Attachment A.

Assigned Specialist assigned under this contract is subject not only to County regulations but also to applicable rules, regulations and policies of the Contractor, provided Contractor's requirements do not conflict with laws, regulations or policies of County.

Requirements pertaining to regular working hours and holidays are described in Attachment A.

The County will retain all Program eligibility responsibility and will furnish all materials and information specific to eligibility determinations at no charge to the Contractor.

The County agrees not to assign to Contractor any Assigned Specialist who was a former employee of Contractor and to which Contractor objects in writing to County.

V. Record-Keeping and Reporting

(a) Contractor shall provide free access to all of its records pertaining to the services performed under this Contract to representatives designated by the County, and to appropriate state authorities with regulatory responsibility for any public assistance program for which eligibility determinations are made under the agreement.

(b) Contractor agrees to retain financial and supporting documents, statistical records, and any other records pertinent to the services to indigent patients.

1. Records and documents shall be kept for a minimum of three (3) years and ninety (90) days after the termination of the contract period, or for three (3) years after the end of the county fiscal year in which services were provided if this contract has no specific termination date.
2. If any litigation, claim or audit involving these records begins before the three (3) year period expires, the Contractor will keep the records and documents for not less than three (3) years and ninety (90) days until all litigation, claims or audit findings are resolved. The case is considered resolved when there is a final order issued in litigation, or a written agreement is entered into between the County and the

Contractor.

3. The Contractor will keep records of non-expendable property acquired under the contract for three (3) years after final disposition of the property.
4. Contract period means the beginning date through the ending date specified in the original contract Extensions to any contract are considered to be separate contract periods.

VI. Assurances and Compliance

(a) Contractor agrees to notify the County in writing within ten (10) days of any changes in Contractor's status, including but not limited to change in ownership, change in Medicare/Medicaid provider status change in name, or any other changes affecting the activities described herein.

(b) Contractor understands that applications for public assistance in Texas must be voluntary. Contractor shall not require individuals to apply and the process by which individuals are screened for classification must not insist that they apply for public assistance.

(c) Contractor agrees to comply, and will require applicable subcontractors to comply, with all requirements of:

1. Any public assistance program in connection with which services are performed under this contract;
2. County confidentiality regulations, if any;
3. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Section 504 of the Rehabilitation Act of 1973 (P.L. 93112), The Americans with Disabilities Act of 1990 (P.L. 101-336), Title 40, Chapter 73, of the Texas Administrative Code, and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. These provide in part that no persons in the United States shall, on grounds of race, color, national origin, age, sex disability, political beliefs or religion be denied or excluded from participation in any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to any discrimination.
4. Immigration Report Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired after November 6, 1986 who will perform any labor or services under this contract.

VII. Miscellaneous Provisions

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 even the effected 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.

No Waiver. No waiver by County or Contractor 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.

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 agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by an agreement in writing executed by County and Contractor, and not otherwise.

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 shall be performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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 County: Hidalgo County Health & Human Services
Attention: Human Services Director
1304 S. 25th Avenue
Edinburg, Texas 78542

If to Contractor: **Mission Hospital, Inc**
Tim McVey, Chief Financial Officer

900 South Bryan Road
Mission,Texas 78572
956-323-9106

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.

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

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.

Assignment. This Agreement shall not be assignable by Contractor. County may assign this Agreement without the consent of Contractor.

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

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.

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

VIII. Indemnification

Contractor agrees to hold the County harmless and to indemnify it from and against any and all claims, demands and causes of action of every kind and character arising out of, or in connection with, the performance of services by the Contractor or any of its subcontractors under this contract.

IX. Termination

(a) In the event federal or state laws or other requirements are amended or judicially interpreted so that either party is unable to fulfill the terms of this contract, or if the parties are unable to agree upon any amendment needed to enable the continuation of services described herein, then the parties will be discharged from any further obligations created under the terms of this contract. The parties, however, will equitably settle respective accrued interest or obligations incurred up to the date of termination.

(b) This contract may be canceled at any time by mutual agreement, or, if not by such agreement, either party may cancel this contract any time without cause by giving thirty (30) days written notice in advance to the other party.

X. Term of Contract

The term of the contract shall be twelve (12) months commencing on the effective date. The contract shall be renewed and extended for additional one year period on any anniversary thereof unless terminated as stated in IX herein.

XI. Effective Date

The effective date of this contract is January 1, 2011.

XII. Signatory

Having agreed to the terms herein, the undersigned parties hereby represent and warrant that they are authorized to enter into and execute this contract either as an official or a representative of the County or the Contractor.

Hidalgo County, Texas

_____
Signature *Date*

Honorable. Ramon Garcia
Name

County Judge
Title

Approved by Commissioners' Court on

Contractor

_____
Signature *Date*

_____
Name

_____
Title

_____
Date

APPROVED AS TO FORM:

_____
Atlas & Hall L.L.P.

ATTEST:

_____
Arturo Guajardo Jr. - County Clerk

ATTACHMENT A

Participation Plan
Out stationed Eligibility Specialist

The County and the Contractor have mutually agreed to allow one or more County-employed eligibility specialist (collectively "Assigned Specialist") to be out stationed at health care facility(s) at the following locations:

1. **County Responsibilities. Assigned Specialist shall:**

   (a) Work with patients referred by Contractor staff to determine eligibility for public assistance or charity care provided by Hidalgo County Clinical Services, Inc.;

   (b) Certify to Contractor those Welfare recipients eligible for such assistance;

   (c) Refer ineligible applicants to Contractor's business office;

   (d) Make pertinent records available (to the extent permitted by applicable laws, regulations, County policies and/or procedures) at all reasonable times to the Contractor or its agents for verification.

   (e) Coordinate referrals to other county services and to Community Social Services.

2. **Work Schedule:**

   Daily: Monday – Friday 8:00 AM to 5:00 PM (With the exception of one day of the week that the Assigned Specialist is assigned to assist at a County Clinic, on an as needed basis.)

   Holiday: Assigned Specialist to follow approved County holiday schedule.

3. **Contractor Responsibilities:**

   (a) Provide for each Assigned Specialist adequate work space and equipment as supplied to Contractor's own staff;

   (b) Screen clients prior to referral to Assigned Specialist;

   (c) Refer to County Program Director any violations or inappropriate behavior of Assigned Specialist for appropriate action by County Supervisor. Director can be reached at (956) 318-2011.

   (d) Ensure that referrals to Assigned Specialist will be confined to County related work.

4. **County Liaison:** Dairen Sarmiento – Human Services Director
   Contractor Liaison: _____

ATTACHMENT B

Schedule of Positions
Out stationed Eligibility Specialist

(CONTRACTOR)

Job Title	Full Time	Facility Location
Assigned Specialist	**x**	**Mission Hospital, Inc** **906 South Bryan Rd Ste # 103** **Mission, TX 78572** **956-581-8596** **956-581-9290**

The Assigned Specialists schedule will not require workers to log more than the standard number of regular time hours for such workers under applicable provisions of the Fair Labor Standards Act and Regulations and under county payroll policies, without the prior written authorization of the County. Generally an Assigned Specialist shall not be scheduled to work more than forty hours in any seven day work period, as work periods are defined under Hidalgo County payroll policies.

CONTRACT

Out stationed Assigned Specialists In Health Care Facilities

I. Parties

COUNTY: Hidalgo County Texas
Health and Human Avenue
1304 South 25th Avenue
Edinburg, Texas 78542

CONTRACTOR: **Rio Grande Regional Hospital**
101 East Ridge Road
McAllen, Texas 78501

II. Recitals

WHEREAS, the County administers various Assistance Programs(collectively the Program) under the provisions of state and/or federal law, and in collaboration with the hospitals and Hidalgo County Clinical Services, Inc., and desires to provide processing of assistance applications at locations other than government offices; and

WHEREAS, the Contractor desires to provide accommodations for County's out stationed employee eligibility specialist at the Contractor's facility(s) for the purpose of providing eligibility determination services.

NOW, THEREFORE, in consideration of the terms and conditions herein set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Contractor agree to the following terms and conditions set forth herein:

III. Participation

This Contract is entered into by and between **Rio Grande Regional Hospital** ("Contractor") and the COUNTY OF HIDALGO, TEXAS ("County").

The County will hire, train and assign to the Contractor's facility(s) one or more eligibility specialist (hereafter collectively referred to as Assigned Specialist) as described in Attachment B – Schedule of Positions, which is attached and incorporated herein for all purposes.

Contractor shall provide for each Assigned Specialist an appropriate work area including, but not limited to, items described in attachment A. Contractor shall assure that suitable private space is available on an as-needed basis to Assigned Specialist conducting confidential client interviews.

All eligibility forms will be provided by the County at no cost to the Contractor. All equipment and furniture that is purchased by either party for purposes described herein shall remain the property of the purchaser after the termination of this contract.

IV. Supervision

Assigned Specialist (whether one or more) assigned to the Contractor under this agreement remains an employee of the County. The employer-employee relationship exists solely between the County and the Assigned Specialist and all benefits, rights and employer-employee responsibilities rest with the County. Assigned Specialist shall not possess any authority, expressed or implied, to act for or on behalf of the Contractor nor shall they, at any time, be considered an agent or representative for the Contractor.

Each Assigned Specialist shall be under the supervision of a County supervisor for purposes of training, staff development, technical assistance relating to job performance, and other county responsibilities described in Attachment A.

Contractor's supervision of the Assigned Specialist shall be limited to the responsibilities and activities described in Attachment A.

Assigned Specialist assigned under this contract is subject not only to County regulations but also to applicable rules, regulations and policies of the Contractor, provided Contractor's requirements do not conflict with laws, regulations or policies of County.

Requirements pertaining to regular working hours and holidays are described in Attachment A.

The County will retain all Program eligibility responsibility and will furnish all materials and information specific to eligibility determinations at no charge to the Contractor.

The County agrees not to assign to Contractor any Assigned Specialist who was a former employee of Contractor and to which Contractor objects in writing to County.

V. Record-Keeping and Reporting

(a) Contractor shall provide free access to all of its records pertaining to the services performed under this Contract to representatives designated by the County, and to appropriate state authorities with regulatory responsibility for any public assistance program for which eligibility determinations are made under the agreement.

(b) Contractor agrees to retain financial and supporting documents, statistical records, and any other records pertinent to the services to indigent patients.

1. Records and documents shall be kept for a minimum of three (3) years and ninety (90) days after the termination of the contract period, or for three (3) years after the end of the county fiscal year in which services were provided if this contract has no specific termination date.
2. If any litigation, claim or audit involving these records begins before the three (3) year period expires, the Contractor will keep the records and documents for not less than three (3) years and ninety (90) days until all litigation, claims or audit findings are resolved. The case is considered resolved when there is a final order issued in litigation, or a written agreement is entered into between the County and the

Contractor.

3. The Contractor will keep records of non-expendable property acquired under the contract for three (3) years after final disposition of the property.
4. Contract period means the beginning date through the ending date specified in the original contract Extensions to any contract are considered to be separate contract periods.

VI. Assurances and Compliance

(a) Contractor agrees to notify the County in writing within ten (10) days of any changes in Contractor's status, including but not limited to change in ownership, change in Medicare/Medicaid provider status change in name, or any other changes affecting the activities described herein.

(b) Contractor understands that applications for public assistance in Texas must be voluntary. Contractor shall not require individuals to apply and the process by which individuals are screened for classification must not insist that they apply for public assistance.

(c) Contractor agrees to comply, and will require applicable subcontractors to comply, with all requirements of:

1. Any public assistance program in connection with which services are performed under this contract;
2. County confidentiality regulations, if any;
3. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Section 504 of the Rehabilitation Act of 1973 (P.L. 93112), The Americans with Disabilities Act of 1990 (P.L. 101-336), Title 40, Chapter 73, of the Texas Administrative Code, and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. These provide in part that no persons in the United States shall, on grounds of race, color, national origin, age, sex disability, political beliefs or religion be denied or excluded from participation in any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to any discrimination.
4. Immigration Report Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired after November 6, 1986 who will perform any labor or services under this contract.

VII. Miscellaneous Provisions

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 even the effected 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.

No Waiver. No waiver by County or Contractor 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.

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 agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by an agreement in writing executed by County and Contractor, and not otherwise.

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 shall be performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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 County: Hidalgo County Health & Human Services
Attention: Human Services Director
1304 S. 25th Avenue
Edinburg, Texas 78542

If to Contractor: **Rio Grande Regional Hospital**
Bill Saller, Chief Financial Officer

101 East Ridge Road
McAllen,Texas 78501
956-632-6101

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.

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

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.

Assignment. This Agreement shall not be assignable by Contractor. County may assign this Agreement without the consent of Contractor.

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

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.

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

VIII. Indemnification

Contractor agrees to hold the County harmless and to indemnify it from and against any and all claims, demands and causes of action of every kind and character arising out of, or in connection with, the performance of services by the Contractor or any of its subcontractors under this contract.

IX. Termination

(a) In the event federal or state laws or other requirements are amended or judicially interpreted so that either party is unable to fulfill the terms of this contract, or if the parties are unable to agree upon any amendment needed to enable the continuation of services described herein, then the parties will be discharged from any further obligations created under the terms of this contract. The parties, however, will equitably settle respective accrued interest or obligations incurred up to the date of termination.

(b) This contract may be canceled at any time by mutual agreement, or, if not by such agreement, either party may cancel this contract any time without cause by giving thirty (30) days written notice in advance to the other party.

X. Term of Contract

The term of the contract shall be twelve (12) months commencing on the effective date. The contract shall be renewed and extended for additional one year period on any anniversary thereof unless terminated as stated in IX herein.

XI. Effective Date

The effective date of this contract is January 1, 2011.

XII. Signatory

Having agreed to the terms herein, the undersigned parties hereby represent and warrant that they are authorized to enter into and execute this contract either as an official or a representative of the County or the Contractor.

Hidalgo County, Texas

_____
Signature *Date*

Honorable. Ramon Garcia
Name

County Judge
Title

Approved by Commissioners' Court on

Contractor

_____
Signature *Date*

_____
Name

_____
Title

_____
Date

APPROVED AS TO FORM:

_____
Atlas & Hall L.L.P.

ATTEST:

_____
Arturo Guajardo Jr. - County Clerk

ATTACHMENT A

Participation Plan
Out stationed Eligibility Specialist

The County and the Contractor have mutually agreed to allow one or more County-employed eligibility specialist (collectively "Assigned Specialist") to be out stationed at health care facility(s) at the following locations:

1. **County Responsibilities. Assigned Specialist shall:**

   (a) Work with patients referred by Contractor staff to determine eligibility for public assistance or charity care provided by Hidalgo County Clinical Services, Inc.;

   (b) Certify to Contractor those Welfare recipients eligible for such assistance;

   (c) Refer ineligible applicants to Contractor's business office;

   (d) Make pertinent records available (to the extent permitted by applicable laws, regulations, County policies and/or procedures) at all reasonable times to the Contractor or its agents for verification.

   (e) Coordinate referrals to other county services and to Community Social Services.

2. **Work Schedule:**

   Daily: Monday – Friday 8:00 AM to 5:00 PM (With the exception of one day of the week that the Assigned Specialist is assigned to assist at a County Clinic, on an as needed basis.)

   Holiday: Assigned Specialist to follow approved County holiday schedule.

3. **Contractor Responsibilities:**

   (a) Provide for each Assigned Specialist adequate work space and equipment as supplied to Contractor's own staff;

   (b) Screen clients prior to referral to Assigned Specialist;

   (c) Refer to County Program Director any violations or inappropriate behavior of Assigned Specialist for appropriate action by County Supervisor. Director can be reached at (956) 318-2011.

   (d) Ensure that referrals to Assigned Specialist will be confined to County related work.

4. **County Liaison:** Dairen Sarmiento – Human Services Director
   Contractor Liaison: _____

ATTACHMENT B

Schedule of Positions
Out stationed Eligibility Specialist

(CONTRACTOR)

Job Title	Full Time	Facility Location
Assigned Specialist	**x**	**Rio Grande Regional Hospital** **222 East Ridge, Ste # 118** **McAllen, TX 78503** **956-632-6586** **956-632-6555**

The Assigned Specialists schedule will not require workers to log more than the standard number of regular time hours for such workers under applicable provisions of the Fair Labor Standards Act and Regulations and under county payroll policies, without the prior written authorization of the County. Generally an Assigned Specialist shall not be scheduled to work more than forty hours in any seven day work period, as work periods are defined under Hidalgo County payroll policies.

CONTRACT

Out stationed Assigned Specialists In Health Care Facilities

I. Parties

COUNTY: Hidalgo County Texas
Health and Human Avenue
1304 South 25th Avenue
Edinburg, Texas 78542

CONTRACTOR: **McAllen Hospitals, LP**
1400 West Trenton Road
Edinburg, Texas 78539

II. Recitals

WHEREAS, the County administers various Assistance Programs(collectively the Program) under the provisions of state and/or federal law, and in collaboration with the hospitals and Hidalgo County Clinical Services, Inc., and desires to provide processing of assistance applications at locations other than government offices; and

WHEREAS, the Contractor desires to provide accommodations for County's out stationed employee eligibility specialist at the Contractor's facility(s) for the purpose of providing eligibility determination services.

NOW, THEREFORE, in consideration of the terms and conditions herein set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Contractor agree to the following terms and conditions set forth herein:

III. Participation

This Contract is entered into by and between **McAllen Hospitals, LP** ("Contractor") and the COUNTY OF HIDALGO, TEXAS ("County").

The County will hire, train and assign to the Contractor's facility(s) one or more eligibility specialist (hereafter collectively referred to as Assigned Specialist) as described in Attachment B – Schedule of Positions, which is attached and incorporated herein for all purposes.

Contractor shall provide for each Assigned Specialist an appropriate work area including, but not limited to, items described in attachment A. Contractor shall assure that suitable private space is available on an as-needed basis to Assigned Specialist conducting confidential client interviews.

All eligibility forms will be provided by the County at no cost to the Contractor. All equipment and furniture that is purchased by either party for purposes described herein shall remain the property of the purchaser after the termination of this contract.

IV. Supervision

Assigned Specialist (whether one or more) assigned to the Contractor under this agreement remains an employee of the County. The employer-employee relationship exists solely between the County and the Assigned Specialist and all benefits, rights and employer-employee responsibilities rest with the County. Assigned Specialist shall not possess any authority, expressed or implied, to act for or on behalf of the Contractor nor shall they, at any time, be considered an agent or representative for the Contractor.

Each Assigned Specialist shall be under the supervision of a County supervisor for purposes of training, staff development, technical assistance relating to job performance, and other county responsibilities described in Attachment A.

Contractor's supervision of the Assigned Specialist shall be limited to the responsibilities and activities described in Attachment A.

Assigned Specialist assigned under this contract is subject not only to County regulations but also to applicable rules, regulations and policies of the Contractor, provided Contractor's requirements do not conflict with laws, regulations or policies of County.

Requirements pertaining to regular working hours and holidays are described in Attachment A.

The County will retain all Program eligibility responsibility and will furnish all materials and information specific to eligibility determinations at no charge to the Contractor.

The County agrees not to assign to Contractor any Assigned Specialist who was a former employee of Contractor and to which Contractor objects in writing to County.

V. Record-Keeping and Reporting

(a) Contractor shall provide free access to all of its records pertaining to the services performed under this Contract to representatives designated by the County, and to appropriate state authorities with regulatory responsibility for any public assistance program for which eligibility determinations are made under the agreement.

(b) Contractor agrees to retain financial and supporting documents, statistical records, and any other records pertinent to the services to indigent patients.

1. Records and documents shall be kept for a minimum of three (3) years and ninety (90) days after the termination of the contract period, or for three (3) years after the end of the county fiscal year in which services were provided if this contract has no specific termination date.
2. If any litigation, claim or audit involving these records begins before the three (3) year period expires, the Contractor will keep the records and documents for not less than three (3) years and ninety (90) days until all litigation, claims or audit findings are resolved. The case is considered resolved when there is a final order issued in litigation, or a written agreement is entered into between the County and the

Contractor.

3. The Contractor will keep records of non-expendable property acquired under the contract for three (3) years after final disposition of the property.
4. Contract period means the beginning date through the ending date specified in the original contract Extensions to any contract are considered to be separate contract periods.

VI. Assurances and Compliance

(a) Contractor agrees to notify the County in writing within ten (10) days of any changes in Contractor's status, including but not limited to change in ownership, change in Medicare/Medicaid provider status change in name, or any other changes affecting the activities described herein.

(b) Contractor understands that applications for public assistance in Texas must be voluntary. Contractor shall not require individuals to apply and the process by which individuals are screened for classification must not insist that they apply for public assistance.

(c) Contractor agrees to comply, and will require applicable subcontractors to comply, with all requirements of:

1. Any public assistance program in connection with which services are performed under this contract;
2. County confidentiality regulations, if any;
3. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Section 504 of the Rehabilitation Act of 1973 (P.L. 93112), The Americans with Disabilities Act of 1990 (P.L. 101-336), Title 40, Chapter 73, of the Texas Administrative Code, and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. These provide in part that no persons in the United States shall, on grounds of race, color, national origin, age, sex disability, political beliefs or religion be denied or excluded from participation in any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to any discrimination.
4. Immigration Report Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired after November 6, 1986 who will perform any labor or services under this contract.

VII. Miscellaneous Provisions

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 even the effected 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.

No Waiver. No waiver by County or Contractor 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.

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 agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by an agreement in writing executed by County and Contractor, and not otherwise.

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 shall be performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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 County: Hidalgo County Health & Human Services
Attention: Human Services Director
1304 S. 25th Avenue
Edinburg, Texas 78542

If to Contractor: **McAllen Hospitals, LP**
Lorenzo Olivarez Jr., Chief Financial Officer

1400 West Trenton Road
Edinburg,Texas 78539
956-388-2126

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.

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

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.

Assignment. This Agreement shall not be assignable by Contractor. County may assign this Agreement without the consent of Contractor.

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

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.

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

VIII. Indemnification

Contractor agrees to hold the County harmless and to indemnify it from and against any and all claims, demands and causes of action of every kind and character arising out of, or in connection with, the performance of services by the Contractor or any of its subcontractors under this contract.

IX. Termination

(a) In the event federal or state laws or other requirements are amended or judicially interpreted so that either party is unable to fulfill the terms of this contract, or if the parties are unable to agree upon any amendment needed to enable the continuation of services described herein, then the parties will be discharged from any further obligations created under the terms of this contract. The parties, however, will equitably settle respective accrued interest or obligations incurred up to the date of termination.

(b) This contract may be canceled at any time by mutual agreement, or, if not by such agreement, either party may cancel this contract any time without cause by giving thirty (30) days written notice in advance to the other party.

X. Term of Contract

The term of the contract shall be twelve (12) months commencing on the effective date. The contract shall be renewed and extended for additional one year period on any anniversary thereof unless terminated as stated in IX herein.

XI. Effective Date

The effective date of this contract is January 1, 2011.

XII. Signatory

Having agreed to the terms herein, the undersigned parties hereby represent and warrant that they are authorized to enter into and execute this contract either as an official or a representative of the County or the Contractor.

Hidalgo County, Texas

_____
Signature *Date*

Honorable. Ramon Garcia
Name

County Judge
Title

Approved by Commissioners' Court on

APPROVED AS TO FORM:

_____
Atlas & Hall L.L.P.

Contractor

_____
Signature *Date*

_____
Name

_____
Title

_____
Date

ATTEST:

_____
Arturo Guajardo Jr. - County Clerk

ATTACHMENT A

Participation Plan
Out stationed Eligibility Specialist

The County and the Contractor have mutually agreed to allow one or more County-employed eligibility specialist (collectively "Assigned Specialist") to be out stationed at health care facility(s) at the following locations:

1. **County Responsibilities. Assigned Specialist shall:**

   (a) Work with patients referred by Contractor staff to determine eligibility for public assistance or charity care provided by Hidalgo County Clinical Services, Inc.;

   (b) Certify to Contractor those Welfare recipients eligible for such assistance;

   (c) Refer ineligible applicants to Contractor's business office;

   (d) Make pertinent records available (to the extent permitted by applicable laws, regulations, County policies and/or procedures) at all reasonable times to the Contractor or its agents for verification.

   (e) Coordinate referrals to other county services and to Community Social Services.

2. **Work Schedule:**

   Daily: Monday – Friday 8:00 AM to 5:00 PM (With the exception of one day of the week that the Assigned Specialist is assigned to assist at a County Clinic, on an as needed basis.)

   Holiday: Assigned Specialist to follow approved County holiday schedule.

3. **Contractor Responsibilities:**

   (a) Provide for each Assigned Specialist adequate work space and equipment as supplied to Contractor's own staff;

   (b) Screen clients prior to referral to Assigned Specialist;

   (c) Refer to County Program Director any violations or inappropriate behavior of Assigned Specialist for appropriate action by County Supervisor. Director can be reached at (956) 318-2011.

   (d) Ensure that referrals to Assigned Specialist will be confined to County related work.

4. **County Liaison:** Dairen Sarmiento – Human Services Director
   Contractor Liaison: _____

ATTACHMENT B

Schedule of Positions
Out stationed Eligibility Specialist

(CONTRACTOR)

Job Title	Full Time	Facility Location
Assigned Specialist	**x**	**McAllen Hospitals, LP** **1102 West Trenton Road** **Edinburg, TX 78541** **956-388-6704** **956-388-6025**

The Assigned Specialists schedule will not require workers to log more than the standard number of regular time hours for such workers under applicable provisions of the Fair Labor Standards Act and Regulations and under county payroll policies, without the prior written authorization of the County. Generally an Assigned Specialist shall not be scheduled to work more than forty hours in any seven day work period, as work periods are defined under Hidalgo County payroll policies.

ATTACHMENT B

Schedule of Positions
Out stationed Eligibility Specialist

(CONTRACTOR)

Job Title	Full Time	Facility Location
Assigned Specialist	**x**	**McAllen Hospitals, LP** **301 West Expressway 83** **McAllen, Texas 78503** **956-971-5645** **956-971-5839**

The Assigned Specialists schedule will not require workers to log more than the standard number of regular time hours for such workers under applicable provisions of the Fair Labor Standards Act and Regulations and under county payroll policies, without the prior written authorization of the County. Generally an Assigned Specialist shall not be scheduled to work more than forty hours in any seven day work period, as work periods are defined under Hidalgo County payroll policies.

CONTRACT

Out stationed Assigned Specialists In Health Care Facilities

I. Parties

COUNTY: Hidalgo County Texas
Health and Human Avenue
1304 South 25th Avenue
Edinburg, Texas 78542

CONTRACTOR: **Doctor's Hospital at Renaissance**
P O Box 3293
McAllen, Texas 78502

II. Recitals

WHEREAS, the County administers various Assistance Programs(collectively the Program) under the provisions of state and/or federal law, and in collaboration with the hospitals and Hidalgo County Clinical Services, Inc., and desires to provide processing of assistance applications at locations other than government offices; and

WHEREAS, the Contractor desires to provide accommodations for County's out stationed employee eligibility specialist at the Contractor's facility(s) for the purpose of providing eligibility determination services.

NOW, THEREFORE, in consideration of the terms and conditions herein set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Contractor agree to the following terms and conditions set forth herein:

III. Participation

This Contract is entered into by and between **Doctor's Hospital at Renaissance** ("Contractor") and the COUNTY OF HIDALGO, TEXAS ("County").

The County will hire, train and assign to the Contractor's facility(s) one or more eligibility specialist (hereafter collectively referred to as Assigned Specialist) as described in Attachment B – Schedule of Positions, which is attached and incorporated herein for all purposes.

Contractor shall provide for each Assigned Specialist an appropriate work area including, but not limited to, items described in attachment A. Contractor shall assure that suitable private space is available on an as-needed basis to Assigned Specialist conducting confidential client interviews.

All eligibility forms will be provided by the County at no cost to the Contractor. All equipment and furniture that is purchased by either party for purposes described herein shall remain the property of the purchaser after the termination of this contract.

IV. Supervision

Assigned Specialist (whether one or more) assigned to the Contractor under this agreement remains an employee of the County. The employer-employee relationship exists solely between the County and the Assigned Specialist and all benefits, rights and employer-employee responsibilities rest with the County. Assigned Specialist shall not possess any authority, expressed or implied, to act for or on behalf of the Contractor nor shall they, at any time, be considered an agent or representative for the Contractor.

Each Assigned Specialist shall be under the supervision of a County supervisor for purposes of training, staff development, technical assistance relating to job performance, and other county responsibilities described in Attachment A.

Contractor's supervision of the Assigned Specialist shall be limited to the responsibilities and activities described in Attachment A.

Assigned Specialist assigned under this contract is subject not only to County regulations but also to applicable rules, regulations and policies of the Contractor, provided Contractor's requirements do not conflict with laws, regulations or policies of County.

Requirements pertaining to regular working hours and holidays are described in Attachment A.

The County will retain all Program eligibility responsibility and will furnish all materials and information specific to eligibility determinations at no charge to the Contractor.

The County agrees not to assign to Contractor any Assigned Specialist who was a former employee of Contractor and to which Contractor objects in writing to County.

V. Record-Keeping and Reporting

(a) Contractor shall provide free access to all of its records pertaining to the services performed under this Contract to representatives designated by the County, and to appropriate state authorities with regulatory responsibility for any public assistance program for which eligibility determinations are made under the agreement.

(b) Contractor agrees to retain financial and supporting documents, statistical records, and any other records pertinent to the services to indigent patients.

1. Records and documents shall be kept for a minimum of three (3) years and ninety (90) days after the termination of the contract period, or for three (3) years after the end of the county fiscal year in which services were provided if this contract has no specific termination date.
2. If any litigation, claim or audit involving these records begins before the three (3) year period expires, the Contractor will keep the records and documents for not less than three (3) years and ninety (90) days until all litigation, claims or audit findings are resolved. The case is considered resolved when there is a final order issued in litigation, or a written agreement is entered into between the County and the

Contractor.

3. The Contractor will keep records of non-expendable property acquired under the contract for three (3) years after final disposition of the property.
4. Contract period means the beginning date through the ending date specified in the original contract Extensions to any contract are considered to be separate contract periods.

VI. Assurances and Compliance

(a) Contractor agrees to notify the County in writing within ten (10) days of any changes in Contractor's status, including but not limited to change in ownership, change in Medicare/Medicaid provider status change in name, or any other changes affecting the activities described herein.

(b) Contractor understands that applications for public assistance in Texas must be voluntary. Contractor shall not require individuals to apply and the process by which individuals are screened for classification must not insist that they apply for public assistance.

(c) Contractor agrees to comply, and will require applicable subcontractors to comply, with all requirements of:

1. Any public assistance program in connection with which services are performed under this contract;
2. County confidentiality regulations, if any;
3. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Section 504 of the Rehabilitation Act of 1973 (P.L. 93112), The Americans with Disabilities Act of 1990 (P.L. 101-336), Title 40, Chapter 73, of the Texas Administrative Code, and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. These provide in part that no persons in the United States shall, on grounds of race, color, national origin, age, sex disability, political beliefs or religion be denied or excluded from participation in any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to any discrimination.
4. Immigration Report Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired after November 6, 1986 who will perform any labor or services under this contract.

VII. Miscellaneous Provisions

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 even the effected 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.

No Waiver. No waiver by County or Contractor 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.

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 agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by an agreement in writing executed by County and Contractor, and not otherwise.

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 shall be performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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 County: Hidalgo County Health & Human Services
Attention: Human Services Director
1304 S. 25th Avenue
Edinburg, Texas 78542

If to Contractor: **Doctor's Hospital at Renaissance**
Susan Turley, CPA, Chief Financial Officer

P O Box 3293
McAllen,Texas 78502
956-661-7585

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.

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

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.

Assignment. This Agreement shall not be assignable by Contractor. County may assign this Agreement without the consent of Contractor.

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

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.

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

VIII. Indemnification

Contractor agrees to hold the County harmless and to indemnify it from and against any and all claims, demands and causes of action of every kind and character arising out of, or in connection with, the performance of services by the Contractor or any of its subcontractors under this contract.

IX. Termination

(a) In the event federal or state laws or other requirements are amended or judicially interpreted so that either party is unable to fulfill the terms of this contract, or if the parties are unable to agree upon any amendment needed to enable the continuation of services described herein, then the parties will be discharged from any further obligations created under the terms of this contract. The parties, however, will equitably settle respective accrued interest or obligations incurred up to the date of termination.

(b) This contract may be canceled at any time by mutual agreement, or, if not by such agreement, either party may cancel this contract any time without cause by giving thirty (30) days written notice in advance to the other party.

X. Term of Contract

The term of the contract shall be twelve (12) months commencing on the effective date. The contract shall be renewed and extended for additional one year period on any anniversary thereof unless terminated as stated in IX herein.

XI. Effective Date

The effective date of this contract is January 1, 2011.

XII. Signatory

Having agreed to the terms herein, the undersigned parties hereby represent and warrant that they are authorized to enter into and execute this contract either as an official or a representative of the County or the Contractor.

Hidalgo County, Texas

_____
Signature *Date*

Honorable. Ramon Garcia
Name

County Judge
Title

Approved by Commissioners' Court on

Contractor

_____
Signature *Date*

_____
Name

_____
Title

_____
Date

APPROVED AS TO FORM:

_____
Atlas & Hall L.L.P.

ATTEST:

_____
Arturo Guajardo Jr. - County Clerk

ATTACHMENT A

Participation Plan
Out stationed Eligibility Specialist

The County and the Contractor have mutually agreed to allow one or more County-employed eligibility specialist (collectively "Assigned Specialist") to be out stationed at health care facility(s) at the following locations:

1. **County Responsibilities. Assigned Specialist shall:**

   (a) Work with patients referred by Contractor staff to determine eligibility for public assistance or charity care provided by Hidalgo County Clinical Services, Inc.;

   (b) Certify to Contractor those Welfare recipients eligible for such assistance;

   (c) Refer ineligible applicants to Contractor's business office;

   (d) Make pertinent records available (to the extent permitted by applicable laws, regulations, County policies and/or procedures) at all reasonable times to the Contractor or its agents for verification.

   (e) Coordinate referrals to other county services and to Community Social Services.

2. **Work Schedule:**

   Daily: Monday – Friday 8:00 AM to 5:00 PM (With the exception of one day of the week that the Assigned Specialist is assigned to assist at a County Clinic, on an as needed basis.)

   Holiday: Assigned Specialist to follow approved County holiday schedule.

3. **Contractor Responsibilities:**

   (a) Provide for each Assigned Specialist adequate work space and equipment as supplied to Contractor's own staff;

   (b) Screen clients prior to referral to Assigned Specialist;

   (c) Refer to County Program Director any violations or inappropriate behavior of Assigned Specialist for appropriate action by County Supervisor. Director can be reached at (956) 318-2011.

   (d) Ensure that referrals to Assigned Specialist will be confined to County related work.

4. **County Liaison:** Dairen Sarmiento – Human Services Director
   Contractor Liaison: _____

ATTACHMENT B

Schedule of Positions
Out stationed Eligibility Specialist

(CONTRACTOR)

Job Title	Full Time	Facility Location
Assigned Specialist	**x**	**Doctor's Hospital at Renaissance** **5501 South Closner - Wellness Center** **Edinburg, TX 78539** **956-661-2441** **956-661-2478**

The Assigned Specialists schedule will not require workers to log more than the standard number of regular time hours for such workers under applicable provisions of the Fair Labor Standards Act and Regulations and under county payroll policies, without the prior written authorization of the County. Generally an Assigned Specialist shall not be scheduled to work more than forty hours in any seven day work period, as work periods are defined under Hidalgo County payroll policies.

AI-24504 **11.D.**

Sullivan City Building

CC REGULAR

Date:	12/21/2010
Submitted By:	Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Eddie Olivarez
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Discussion and action to review a possible agreement between Nuestra Clinica Del Valle and Hidalgo County regarding Sullivan City County Building located at 371 E. Expressway 83, Sullivan City, Texas.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/17/2010 11:09 AM	APRV
2	Manuel Chapa	Manuel Chapa	12/17/2010 02:07 PM	APRV
3	Auditor's Office		12/17/2010 04:46 PM	NEW

Form Started By: Josie Escalante — Started On: 12/17/2010 10:59 AM

Final Approval Date: 12/17/2010

AI-24508 **12.A.**

Appropriation of fund for 2009 Homeland Security Grant
CC REGULAR

Date:	12/21/2010
Submitted By:	Rolando Garcia, BUDGET & MANAGEMENT
Submitted For:	Belinda Alvarez, Emergency Management
Department:	BUDGET & MANAGEMENT
Agenda Category:	Emergency Services Division

Information

CAPTION

1. Approval of Certification of Revenues as certified by the County Auditor for the 2009 Homeland Security Grant Program (HSGP)

2. Approval of 2010 appropriation of funds for the 2009 Homeland Security Grant from the Texas Division of Emergency Management (TDEM) in the amount of $959,729.55

BACKGROUND

Original acceptance of grant award was on 10/27/09 AI-17997 for $843,860.48

Grant increase of $150,134.83 was approved on 09/07/10 AI-22730 for a total grant award of $993,995.31

A partial appropriation of funds was made on 08/24/10 AI-22609 for $34,265.76 for the purchase of portable radios.

This appropriation is for the remaining funds -- $993,995.31 - $34,265.76 = $959,729.55 for the purchase of equipment prior to year's end.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1283-429-10-300-027-2-748

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

BUDGETARY IMPACT:

Revenue account: 0-1283-331-12-300-027-2-000 (2009 HS SHSP-LEAP)

Attachments

Link: Appropriation

Link: Grant Adjustment Letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Roland Garcia (Originator)	Angela Garcia	12/17/2010 03:37 PM	APRV
2	Manuel Chapa	Manuel Chapa	12/17/2010 04:01 PM	APRV

3	Budget & Management	Erika Zamora	12/17/2010 04:10 PM	APRV
4	Manuel Chapa	Manuel Chapa	12/17/2010 04:11 PM	APRV
5	Olga Garza	Olga Garza	12/17/2010 04:44 PM	APRV
6	Auditor's Office		12/17/2010 04:46 PM	NEW

Form Started By: Rolando Garcia Started On: 12/17/2010 01:04 PM

Final Approval Date: 12/17/2010

Texas Department of Public Safety

July 9, 2010

2. Prepared by: Mendez, Arturo | **3. SAA Award Number:** 09-GA 48215-04

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

Federal Grant Title:	**Homeland Security Grant Program**
Federal Grant Award Number:	2009-SS-T9-0064
Date Federal Grant Awarded to TxDPS:	August 1, 2009
Federal Granting Agency:	Department of Homeland Security FEMA Grant Programs Directorate

5. Award Amount and Grant Restrictions

Total Award Amount

$993,995.31

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

SHSP 97.073	SHSP-LEAP 97.073	UASI 97.008	UASI	UASI-LEAP 97.008	CCP 97.053	MMRS 97.071
$676,739.38	$317,255.93	$0.00	$0.00	$0.00	$0.00	$0.00

This award supersedes all previous awards. **Performance Period:** Aug 1, 2009 to Apr 15, 2012

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

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

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

9. Agency Approval

Approving TxDPS Official:

Janice E. Bruno, Administrator
State Administrative Agency
Texas Department of Public Safety

Signature of TxDPS Official:

Janice E. Bruno

10. Sub-Recipient Acceptance

I have read and understand the attached Terms and Conditions.

Type name and title of Authorized Sub-Recipient official:

Rene A. Ramirez
Hidalgo County Judge

Signature of Sub-Recipient Official:

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:

12. Date Signed :

13. DUE DATE: August 15, 2010

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

2009 TERMS AND CONDITIONS
Homeland Security Grant Program (HSGP)

FY 2009 HSGP is comprised of four separate grant programs:

- State Homeland Security Program (SHSP)
- Urban Areas Security Initiative (UASI)
- Metropolitan Medical Response System (MMRS)
- Citizen Corps Program (CCP)

Parties to Sub-recipient Agreement

This Sub-recipient agreement is made and entered into by and between the Texas Division of Emergency Management/State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "TDEM," and the funds recipient, hereinafter referred to as the "Sub-recipient." Furthermore, TDEM and the Sub-recipient are collectively hereinafter referred to as the "Parties." By this Sub-recipient agreement's execution, the Parties have severally and collectively agreed to be bound to the mutual obligations and to the performance and accomplishment of the tasks described in this Sub-recipient agreement. The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2009 Sub-recipient Agreement in accordance with the date provided in the transmittal letter and in the agreement. The Sub-recipient must also certify to the statements provided in Exhibits B and C by signing and returning a copy of these documents with the Sub-recipient Agreement.

Overview, Special Conditions and Performance Standards

A. Overview.

State Homeland Security Grant (SHSP)

The State Homeland Security Program (SHSP) is a core assistance program that provides funds to build capabilities at the State and local levels and to implement the goals and objectives included in State Homeland Security Strategies and initiatives in the State Preparedness Report. SHSP supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs for acts of terrorism and other catastrophic events. In addition, SHSP supports the implementation of the National Preparedness Guidelines, the National Incident Management System (NIMS), and the National Response Framework (NRF).

Urban Areas Security Initiative (UASI)

Urban Areas Security Initiative (UASI) program funds address the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, and assist them in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism.

Metropolitan Medical Response System (MMRS)

The MMRS program supports the integration of emergency management, health, and medical systems into a coordinated response to mass casualty incidents caused by any hazard. MMRS Grantees will reduce the consequences of a mass casualty incident during the initial period of a response by having augmented existing local operational response systems before the incident occurs.

Citizen Corps Program (CCP)

The Citizen Corps mission is to bring community and government leaders together to coordinate the involvement of community members and organizations in emergency preparedness, planning, mitigation, response, and recovery.

B. Special Conditions

SHSP

Activities implemented under SHSP must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, or response to, and recovery from terrorism in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness.

The recipient may only fund projects that were included in the FY 2009 State Investment Justifications which were submitted and approved by DHS/FEMA Use of SHSP funds must be consistent with and supportive of implementation of the State Homeland Security Strategy and State Preparedness Report. Linkages between specific projects undertaken with SHSP funds and strategic goals and objectives will be highlighted through regular mechanisms, including the Biannual Strategy Implementation Report (BSIR)

As defined in the FY 2009 grant guidance, the FY 2009 SHSP will focus on two objectives as the highest priorities. These two objectives are:

1. National Priority: Strengthen Information Sharing and Collaboration Capabilities – Maximizing Information Sharing via the National Network of Fusion Centers;

2. National Priority: Strengthen Medical Surge and Mass Prophylaxis – Developing and Enhancing Health and Medical Readiness and Preparedness Capabilities. These two priorities are in addition to the priorities for all programs under the Homeland Security Grant Program and, if applicable, the Law Enforcement Terrorism Prevention Activities Priorities.

A personnel cap of up to 50% of total program funds may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, the use of Homeland Security Grant Program grant funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost.

Since a separate LETPP grant program for Law Enforcement Terrorism Prevention Activities was not created for FY 2009, the State is required to ensure that local and state sub-grantees expend at least 25 percent of their SHSP award funds towards law enforcement terrorism prevention-oriented planning, organization, training, exercise, and equipment activities.

UASI

Allocations and use of grant funding must support and be coordinated with the goals and objectives included in the State and/or Urban Area Homeland Security Strategies. The recipient may only fund projects that were included in the FY 2009 Urban Area Investment Justifications which were submitted and approved by DHS/FEMA. The recipient agrees that funds utilized to establish or enhance designated state and Urban Area fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and the National Strategy for Information Sharing, and achievement of a baseline level of capability as defined by Global's Baseline Capabilities for State and Major Urban Area Fusion Centers, a supplement to the Fusion Center Guidelines, located at http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf. The recipient agrees to fund any multi-state or multi-urban area Investments that were included in the FY2009 Investment Justification that was submitted to GPD and received a bonus in the effectiveness analysis.

A personnel cap of up to 50% of total program funds may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, the use of Homeland Security Grant Program grant funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost.

MMRS

MMRS is a local grant which will require each MMRS Jurisdiction establish a single Point of Contact (POC) who will serve as the responsible contact for MMRS implementation, activities, and procurement for the jurisdiction as lead and in coordination with a Jurisdictional MMRS Steering Committee. The POC and MMRS Steering Committee will integrate local emergency management, health and medical systems with their Federal and State counterparts through a locally established multi-agency, collaborative planning framework; promote regional coordination of mutual aid with neighboring localities; regularly validate the jurisdictions local emergency response capability to a mass casualty incident by means of an exercise or other validation means; collaborate with local, regional, and State health and medical partners, such as Medical Reserve Corps Units and Citizen Corps Councils, as well as leverage other

Federal programs, such as the U.S. Department of Health and Human Services Assistant Secretary for Preparedness and Response (DHHS-ASPR) Hospital Preparedness Program and Emergency Systems for Advance Registration of Volunteer Health Professionals (ESAR-VHP), Center for Disease Control and Prevention Cities Readiness Initiative and Strategic National Stockpile, to coordinate and support plans, processes and strategies related to, but limited to: Continuity of Government; Continuity of Operations; Equipment and Supplies Procurement; Fatality Management; Forward Movement of Patients; Hospital Evacuation; Interoperable Communications; Patient Tracking; Pharmaceutical and Medical Supply Management and Distribution; Public Education; Outreach and Information; Recruiting Volunteers; and Training; ensure the "MMRS Leadership" is fully represented on the Urban Area Working Group in cases where a MMRS grant is awarded and a UASI program exists; ensure all neighboring MMRS subgrantees actively and demonstratively collaborate to develop a regional plan that supports the MMRS mission in that region in cases where MMRS subgrantees are located adjacent to one another and implement an Investment Justification that clearly identifies the size of the populations included in the planning and operational areas supported by the MMRS grant. The Metropolitan Medical Response System (MMRS) provides funds to build capabilities at the State and local levels to implement the goals and objectives included in State Homeland Security Strategies and initiatives in the State Preparedness Report. MMRS supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs for acts of terrorism and other catastrophic events. In addition, MMRS supports the implementation of the National Preparedness Guidelines, the National Incident Management System (NIMS), and the National Response Framework (NRF).

Activities implemented under MMRS must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, or response to, and recovery from terrorism in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness.

Use of MMRS funds must be consistent with and supportive of implementation of the State Homeland Security Strategy and State Preparedness Report. Linkages between specific projects undertaken with MMRS funds and strategic goals and objectives will be highlighted through regular mechanisms, including the Biannual Strategy Implementation Report (BSIR)

As defined in the FY 2009 grant guidance, the FY 2009 MMRS will focus on two objectives as the highest priorities. These two objectives are:

1. National Priority: Strengthen Information Sharing and Collaboration Capabilities – Maximizing Information Sharing via the National Network of Fusion Centers;

2. National Priority: Strengthen Medical Surge and Mass Prophylaxis – Developing and Enhancing Health and Medical Readiness and Preparedness Capabilities. These two priorities are in addition to the priorities for all programs under the Homeland Security Grant Program and, if applicable, the Law Enforcement Terrorism Prevention Activities Priorities.

CCP

The sub-recipient must register their Citizen Corps Council on the Citizen Corps website http://www.citizencorps.gov and manage their program and information on the site. Citizen Corps Councils must include representatives of emergency management, homeland security, law enforcement, fire service, medical services/public health or their designee, elected officials, the private sector, private non-profits, non-governmental organizations and advocacy groups for special needs populations. In addition, representatives from existing Citizen Corps programs, such as Volunteers in Police Service (VIPS), Medical Reserve Corps (MRC), Community Emergency Response Team (CERT), Neighborhood Watch, and Fire Corps should be included on the Citizen Corps Council. Where applicable, a Metropolitan Medical Response System representative should also be included on the Citizen Corps Council.

All allocations and use of funds under this grant must be in accordance with the FY 2009 HSGP Guidelines and Application Kit found at - http://www.fema.gov/government/grant/hsgp/index.shtm. All award Sub-recipients are required to have read, understood and accepted the FY 2009 HSGP Guidance and Application Kit as binding.

C. **Standard of Performance.** The Sub-recipient shall perform all activities and projects entered into the SAA web-based grants management system approved by its Council of Governments (COG) and by the State Administrative Agency (SAA). The Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Sub-recipient agreement and the:

1. Applicable Laws and Regulations, hereinafter referred to as "Exhibit A";
2. Certifications, hereinafter referred to as "Exhibit B"; and

AI-24403 **13.A.**

Applicant disclosure

CC REGULAR

Date:	12/21/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Irene Montoya
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The County of Hidalgo Urban County Program (UCP) is disclosing that Maria Dolores Barco, who has applied for housing assistance, is the mother of Mr. Antonio Barco, UCP Deputy Director.

BACKGROUND

As per 24 CFR 92.356(d)(1), the UCP must publicly disclose that Maria Dolores Barco is related to the Urban County Program Deputy Director, Antonio Barco. While applying under the Owner-Occupied Housing Program, Ms. Barco advised the UCP Rehabilitation Assistant that she is related to Antonio Barco. In compliance with 24 CFR 92.356(d)(2), the UCP requested and received a legal opinion from Mr. Steve Crain, County Attorney. The legal opinion received stated that the approval of the application for Ms. Barco, would not violate Texas state or local laws. As a result, the UCP must publicly disclose the above mentioned case before it can request an exception for the U.S. Department of Housing and Urban Development. (See attachments).

Fiscal Impact

Attachments

Link: letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/13/2010 04:04 PM	APRV
2	Perla Lopez	Perla Lopez	12/16/2010 04:28 PM	APRV
3	Auditor's Office	Linda Fong	12/17/2010 02:51 PM	APRV
4	Purchasing Department		12/17/2010 04:46 PM	NEW

Form Started By: Estella Webber — Started On: 12/13/2010 02:26 PM

Final Approval Date: 12/17/2010

Website: www.atlashall.com

ATLAS & HALL, L.L.P.
ATTORNEYS AT LAW
P.O. BOX 3725 (78502-3725)
818 W. PECAN BLVD.
McALLEN, TEXAS 78501
TEL. (956) 682-5501 FAX (956) 686-6109

STARR COUNTY OFFICE
200 N. BRITTON AVE.
RIO GRANDE CITY, TEXAS 78582
TEL. (956) 488-1896
FAX (956) 488-6482

December 1, 2010

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

Via Email
& United States Regular Mail

Re: Request by Hidalgo County's Urban County Program for Exception to Conflict of Interest Regulation, 24 C.F.R. § 92.356

Ladies and Gentlemen:

This opinion is being rendered pursuant to 24 C.F.R. § 92.536(d)(2) and at the request of the Hidalgo County Urban County Program ("UCP") relating to its request of the Department of Housing and Urban Development of the United States to grant UCP an exception to the provisions of paragraph (b) of 24 C.F.R. § 92.536 for the application of Ms. Maria Dolores Barco, mother of Hidalgo County Urban County Program Deputy Director, Mr. Antonio Barco.

In connection with the foregoing we have reviewed the Chapters 171 and 176 of the Texas Local Government Code and Chapters 572 and 573 of the Texas Government Code, copies of the conflict of interest provisions of the HOME Program Conflict of Interest policy, have verified with Mr. Valde Guerra, Chief Executive Officer of Hidalgo County, that Hidalgo County has no conflict of interest policies other than Chapters 171 and 176 of the Texas Local Government Code and have examined such other instruments and documents which we have deemed necessary or advisable to examine for the purpose of this opinion. With respect to such examination, we have assumed that the statements of fact made in all such documents and instruments are true, accurate and complete.

Based on the foregoing, and having due regard for such legal considerations as we deem relevant, and subject to the limitations and assumptions set forth herein, including without limitation the matters set forth in the last two (2) paragraphs hereof, we are of the opinion that:

1. To the best of our knowledge, the approval of the application of Ms. Maria Dolores Barco, mother of Hidalgo County Urban County Program Deputy Director, Mr. Antonio Barco, for the UCP Owner-Occupied Rehabilitation Program by the County of Hidalgo Commissioner's Court (the "Court") would not violate Texas state or local laws, assuming the following conditions or

actions are met and taken in connection with before application approval by the Court:

a. Receipt by the UCP of the exception to 24 C.F.R. § 92.536(b) by the Department of Housing and Urban Development (the "Exception");

b. Upon receipt of the Exception, Mr. Antonio Barco shall file with the official record keeper for the Court, before the vote or decision on the approval of Ms. Barco's application by the Court, an affidavit stating the nature and extent of his interest in the real property owned by Ms. Barco in accordance with Section 171.004 of the Texas Local Government Code, as amended and shall abstain from further participation in connection with this matter; and

c. Ms. Maria Dolores Barco files (or has filed) an updated conflict of interest affidavit stating her relation to Hidalgo County Urban County Program Deputy Director, Mr. Antonio Barco not later than the seventh business day from the date Ms. Barco receives or received notification by the UCP to file an updated conflict of interest affidavit in accordance with Section 176.006(d) of the Texas Local Government Code, as amended.

In rendering the opinion, we have assumed (i) the due authorization, execution and delivery by all parties of all documents that we have examined, (ii) the genuineness of all signatures on conformed copies, (iv) the legal capacity of natural persons, (v) the conformity to authentic original documents of all documents submitted to us as copies, and (vi) the enforceability of all documents against all parties thereto other than the County.

The opinions expressed herein are subject to the following limitations, qualifications, assumptions and exceptions.

We are furnishing this letter solely for your benefit at the request of the UCP. This opinion is not to be used, circulated, quoted or otherwise referred to for any other purpose, nor is it to be relied upon by any other person or entity or by you in any other context without our express written consent.

This opinion is based on and is limited to the laws of the State of Texas, and the federal laws of the United States of America. Insofar as the foregoing opinion relates to matters of law other than the foregoing, no opinion is hereby given.

This opinion is as of the date hereof, and we undertake no obligation to supplement the opinions set forth herein as facts and circumstances come to our attention or changes in the law occur which could affect such opinions.

Very truly yours,

Atlas & Hall, LLP

ATLAS & HALL, L L P

AI-24404 **13.B.**

Street Improvements - City of Edcouch

CC REGULAR

Date:	12/21/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Monica Leal
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program on behalf of the City of Edcouch, is requesting approval and award of best and final negotiated contract with Guzman & Muñoz Engineering and Surveying, Inc. in the amount of $21,090.00 utilizing CDBG Year 22 (2009) for the City of Edcouch – Street Improvements.

BACKGROUND

Guzman & Muñoz Engineering and Surveying, Inc. submitted a best and final offer for professional engineering services for the 2009 City of Edcouch - Street Improvements Project. Guzman & Muñoz Engineering and Surveying, Inc. was the highest ranked firm by County Commissioner's Court. Contract approval in the amount of $21,090.00. See attached scope of services and Best and Final Offer Letter.

Contract Amount:	$ 21,090.00
Funds Available:	$ 249,128.65 FY 22 (2009) Street Improvements

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County will utilize Year 22 (2009) City of Edcouch Street Improvement funds for engineering services.

Contract Amount: $ 21,090.00
Available funds: $249,128.65

Attachments

Link: improvements

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/13/2010 04:05 PM	APRV

2	Perla Lopez	Perla Lopez	12/16/2010 01:57 PM	APRV
3	Auditor's Office	Linda Fong	12/17/2010 02:52 PM	APRV
4	Purchasing Department		12/17/2010 04:46 PM	NEW

Form Started By: Estella Webber Started On: 12/13/2010 03:07 PM

Final Approval Date: 12/17/2010

CITY OF EDCOUCH

Robert S. Schmalzried - Mayor
Eddie Gonzalez - Mayor Pro-tem
Melody S. Galvan – Alderwoman PL 1
Noe Garcia Jr. – Alderman PL 2
Ruth Ruiz – Alderwoman PL 3
Danny Guzman – Alderman PL 4
P.R. Avila II – City Manager

December 8, 2010

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

RE: Engineer – Guzman & Munoz Engineering and Surveying, Inc.

Be advised that after review and negotiations with the engineering firm of Guzman & Munoz Engineering and Surveying, Inc., the City of Edcouch has accepted the firm's proposal for engineering services in the amount of $ 21,090.00

Please Process the attached (Best and Final Offer) contract and fees for Commissioners' Court approval as soon as possible.

Should you have any questions or require additional information feel free to contact me at (956) 262-2140.

Sincerely,

P.R. Avila, II
City Manager

RECEIVED
DEC 8 2010

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Part I - Professional Services Agreement

This Agreement, entered into this 21st day of December 2010 by and between **City of Edcouch,** (hereinafter called the "Party") and Guzman & Muñoz Engineering and Surveying, Inc., duly authorized Engineer, herein acting by Javier Hinojosa, P.E., Owner (hereinafter called the "Engineer").

WITNESSETH THAT:

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Party is interested in obtaining Engineering Services; and

WHEREAS, the Engineer, duly licensed and registered to practice engineer in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the PROJECT area; and

WHEREAS, the Party desires to engage the Engineer to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

SECTION I
EMPLOYMENT OF THE ENGINEER

The Party agrees to employ the Engineer to furnish and provide the engineering services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Engineer as stated in the sections to follow.

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed Street Improvements Account(s) 5009-20-0311-5000-2000. *(See Exhibit A)*

2.1 Preliminary Phase

a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.

b. As may be required, comply and receive the Party and the funding agencies approval on all work.

c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.

d. Obtain the Party's approval of the work of this Preliminary Phase before proceeding with the next phase.

2.2 Design Phase

a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.

b. Advise the Party of any soil investigations or tests which, in the opinion of the Engineer, may be required for the proper execution of the Project.

c. Provide all field information and surveys required for the design of the Project.

d. Plot field data and other survey information for the design of the Project.

e. Prepare detailed plans specification and contract documents and drawings (reproducible tracings) for construction authorized by the Party.

f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.

g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.

h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.

i. Preparation of property or easement descriptions.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any

construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.

b. Prepare the formal Contract Documents for the Contractor.

c. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.

d. Consult and advise with the Party and issue all instructions and Change Orders to the Contractor requested by the Party.

e. During the progress of actual construction, Engineer will keep the Owner informed with brief and concise information. A monthly progress report will be prepared which will give the Party a quick glance at the Project insofar as monies spent, construction time elapsed, percent of Project completed, a brief narrative of what problems have been encountered and the anticipated completion date.

f. Review shop and working drawings furnished by Contractors for general compliance with design concept and with information given in contract documents.

g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.

h. Prepare monthly and final estimates for payments to Contractors.

i. Upon receipt of notification by the Party that the work has been completed, the Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.

j. Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.

k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, when requested.

l. The Engineer will be responsible for interim and final inspection.

m. Furnish to the Party of City of Edcouch Four (4) sets of plans and four (4) sets of specifications and contract documents.

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

If authorized in writing by the Party, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by the Party as indicated in Section VI.

3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3a herein.

3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.

3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

SECTION IV
REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within the County and Project site.

4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.

4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.

5.3 Furnish the Engineering services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what the purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

SECTION VI
PAYMENTS TO THE ENGINEER

The Party agrees to pay the Engineer for completed services as identified by the Party:

6.1 The Engineer shall be paid a total fixed amount of $ 21,090.00 for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section II of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.

6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section II of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.

6.4 At Engineer's completion and Party's approval of the Engineer's services under the Construction Phase, Section II of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.

6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

SECTION VII
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

SECTION VIII
TERMINATION

The Party may terminate this Agreement at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Engineer a sum of money equal to the reasonable value of the service rendered by the Engineer to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer under the provisions of this Contract. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION IX
COUNTY AND CITY OFFICIALS

Engineer agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION X
SUCCESSORS AND ASSIGNS

Party and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Engineer shall assign, sublet, or transfer interest in this Agreement without the written consent of the other.

SECTION XI
TIME OF PERFORMANCE

The Engineer contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by 90 days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

SECTION XII
VENUE

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

SECTION XIII
CHANGES

The Party may, from time to time, request changes in the Scope of Services of the Engineer as may be mutually agreed to be performed hereunder. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Party and the Engineer shall be incorporated in written amendments to the Contract.

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Party harmless with respect to any damages arising from any Engineer's negligence done in performing any of the work embraced by this Contract.

SECTION XV
ASSIGNABILITY

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however, that claims for money due or to become due to the Engineer from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

SECTION XVI
GENERAL

16.1 Audit. The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to this project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Engineer agrees to compliance with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such interest pursuant to the purpose of this Section.

SECTION XVII
INSURANCE

The Engineer shall obtain and keep in force during the term of its engagement on the Project, the insurance as follows:

17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of $300,000 for bodily injury and $100,000 for property damages.

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

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

17.4 Workers Compensation Insurance in amount established by Texas law, under the bidder is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

SECTION XVIII
WARRANTY

18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be December 21, 2010. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.
This Agreement is hereby approved this _____ day of _____, 20_____.

Signature: _____
Jose Luis Muñoz, P.E

Firm Name: Guzman & Muñoz Engineering and Surveying, Inc.

Address: 301 S. Texas, 2nd Floor
City/ST/ZIP: Mercedes, TX 78570

FED ID #/SS #: 74-2695447

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the _____ day of_____, 20___,
by _____of and on behalf of _____,
(title) (a corporation)(a partnership)(a sole proprietorship).

(seal)

_____
Notary - Signature

County of Hidalgo Urban County Program:

_____
Witness

_____
Diana R. Serna, UCP Director

Exhibit "A"

(Scope of Services)

see attached

City of Edcouch - Hidalgo County Urban County Program
2010 Street Improvement Project

PROFESSIONAL ENGINEERING SCOPE OF SERVICES

Date: December 3, 2010

GMES shall render the following professional services necessary for the development of this project:

SCOPE OF SERVICES

PRELIMINARY DESIGN

1. Attend preliminary conferences with the County regarding the requirements of the project.
2. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the county providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Engineer will review any tests required and act as the county representative in connection with any such services.
3. Prepare any permits that maybe required.
4. Prepare preliminary engineering design plans as necessary with cost estimates.
5. Submit detailed drawings and plans/specifications to appropriate regulatory agency (ies) and obtain clearance.

FINAL DESIGN

6. Prepare final engineering design plans with final cost estimate.

CONSTRUCTION PHASE SERVICES

7. Prepare bid packet/contract documents/advertisement for bids.
8. Conduct bid opening and prepare minutes.
9. Tabulate, analyze, and review bids for completeness and accuracy.

10. Provide horizontal and vertical control for construction contractor. Contractor will provide his own construction staking.

11. Conduct pre-construction conference and prepare copy of report/minutes.

12. Issue Notice to Proceed to construction contractor.

13. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.

14. Make periodic visits to the site to observe the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the Contract.

15. Consult with and advise the county during construction; issue to contractors all instructions requested by the county; and prepare routine change orders if required.

16. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).

17. Based on the Engineer's on-site observations and review of the contractor's applications for payment, determine the amount owing to the contractor in such amounts; such approvals of payment to constitute a representation to the county, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.

18. Require that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the locality and approval by Hidalgo County UCP.

19. Prepare Certificate of Construction Completion and Clean Lien Certificate.

20. Conduct interim/final inspections.

21. Revise contract drawings to show the work as actually constructed, and furnish the locality with a set of "as built" plans.

City of Edcouch - Hidalgo County Urban County Program
2010 Street Improvement Project

Engineering Design & Surveying Fees

Basic Engineering Services	
Engineering Design	$17,255.00
Additional Services – Surveying	
Design Topography Surveying	$ 3,835.00
Total Fees for Engineering, Surveying and Construction Inspection	**$21,090.00**

ENGINEERS PROBABLE COST ESTIMATE

CITY OF EDCOUCH - HIDALGO COUNTY URBAN COUNTY STREET & DRAINAGE IMPROVEMENTS

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
Southern Avenue (From: Cochran, To: Borrego Street)					
1	Base Repair (Includes Prime Coat)	650	S.Y.	$17.00	$11,050.00
2	Cold Milling Asphalt (5' Width)	2,000	S.Y.	$2.50	$5,000.00
3	Tack Coat (0.05 gal./S.Y.)	180	Gal.	$4.00	$720.00
4	1-1/2" Asphalt Overlay with Level-Up	3,580	S.Y.	$10.00	$35,800.00
5	Remove/Replace Existing 1.5' Curb and Gutter (Includes 6" Caliche Bedding)	300	L.F.	$10.00	$3,000.00
6	24" R.C.P. (Class III)	1,200	L.F.	$45.00	$54,000.00
7	30" R.C.P. (Class III)	600	L.F.	$55.00	$33,000.00
8	Type "A" Inlet	6	EA.	$2,000.00	$12,000.00
9	Manhole Adjustment	6	EA.	$475.00	$2,850.00
10	Storm Sewer Manhole	6	EA.	$2,000.00	$12,000.00
11	Saw-cut Asphalt Pavement and Pavement Repair	1500	L.F.	$3.00	$4,500.00
12	Connect to Existing Storm Sewer Manhole	1	EA.	$1,500.00	$1,500.00
13	30" Sluice Gate w/ Headwall Complete in Place	1	EA.	$8,400.00	$8,400.00
14	Barricades, Signs & Traffic Handling	1	L.S.	$2,500.00	$2,500.00
				Sub-Total	$186,320.00
Calle Gonzalez Intersections at Juanita Street and Sgt. Cervantes Street					
15	6" Conc. Valley Gutters Reinf. (6' Wide)	120	S.Y.	$45.00	$5,400.00
				Sub-Total	$5,400.00
				Sub-Total Items 1 -15	$191,720.00
				10% Contingency	$19,172.00
				Construction Sub-Total	$210,892.00

EXHIBIT "B"

GUZMAN & MUÑOZ
ENGINEERING AND SURVEYING, INC.
Texas Registered Engineering Firm F-8017

2020 E. EXPRESSWAY 83
MERCEDES, TX 78570

PHONE: (956) 565-4637
FAX: (956) 565-4636

December 3, 2010

P.R. Avila
City Manager
City of Edcouch
211 Southern Street
Edcouch, Texas 78538

Re: City of Edcouch-Hidalgo County Urban County Program – 2010 Street Improvement Project – Best Final Offer

Dear Mr. Avila:

GMES is pleased to offer our complete surveying, design and construction phase services for this project. We have reviewed our scope of services and find that the following fees are reasonable and in line with current Texas Society of Professional Engineers guidelines for compensation of basic engineering design services and other additional professional services.

Basic Engineering Services	
Project Basic Engineering Design	$17,255.00
Additional Professional Services	
Design Topography Surveying	$ 3,835.00
Total Fees	**$21,090.00**

We look forward to working with the City for the successful completion of this project within the budget and time allowed. **The total fees of $21,090.00 is our best and final offer.**

Please call us if you need any further assistance or have any questions.

Respectfully,
Guzman & Munoz Engineering and Surveying, Inc.

Jose L. Munoz, P.E., S.I.T.
President

Copy: Jose Luis Muniz, GMES
File: Z:\GMES04\Hid\Edc\P-713\L-PR AVILA best final offer.doc

AI-24452 **13.C.**

Agreement extension - Salvation Army

CC REGULAR

Date:	12/21/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Ninfa Ozuna
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Requesting authorization to extend fiscal year agreement with The Salvation Army-ESG Program YR 22 - (2009) until March 31, 2011. Their agreement will terminate on Dec. 31, 2010.

BACKGROUND

UCP is requesting authorization to amend the agreement between The Salvation Army and the Hidalgo County ESG Program-YR 22 (2009) until March 31, 2011. The Salvation Army has requested an extension of the agreement until March 31, 2011 to be able to expend all the funds for YR 22 (2009). We recommend approval. The two year contract with HUD for YR 22 ends on June 30, 2011.

The grant awarded to The Salvation Army in the amount of $112,078.00 will not change.

Fiscal Impact

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

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

BUDGETARY IMPACT:

No budget increase to agreement.

Attachments

Link: agreement - Salvation Army

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	12/15/2010 03:40 PM	APRV
2	Perla Lopez	Perla Lopez	12/16/2010 03:23 PM	APRV
3	Auditor's Office	Linda Fong	12/17/2010 02:53 PM	APRV
4	Purchasing Department		12/17/2010 04:46 PM	NEW

Form Started By: Estella Webber — Started On: 12/15/2010 03:33 PM

Final Approval Date: 12/17/2010

AMENDMENT TO EXHIBIT "A"
PERFORMANCE STATEMENT

The Salvation Army having been certified as a non-profit, has been allocated ESG Funds. The non-profit shall carry out the following activities identified in its ESG Funds Application:

MAINTENANCE & OPERATIONS/ ESSENTIAL SERVICES / HOMELESS PREVENTION SERVICES

The Salvation Army shall utilize ESG Funds for maintenance and operations, essential services and homeless prevention activities. Maintenance and operations funds are used for the operation of the shelter; essential services are to be used for salaries of counseling staff that will be assisting clients seeking assistance for homeless prevention. Homeless prevention activities include assistance to families and individuals who have received rental eviction notices and utility disconnect notices. A total of $112,078.00 was awarded; $58,078 for maintenance and operations; essential services ($24,000.00) and $30,000.00 for homeless prevention activities.

The subrecipient agreement entered between The Salvation Army and the Hidalgo County –Urban County Program was approved on July 1, 2009 and will end on December 31, 2010.

The Salvation Army has requested of the Urban County Program that their agreement be extended until March 31, 2011 to be able to expend all the funds awarded. The total grant amount awarded to The Salvation Army in the amount of $ 112,078.00 will not change.

AMENDMENT APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT ON _____, 2010.

County:	**Non-Profit**
Hidalgo County	**The Salvation Army**
_____	_____
Name	Name
Urban County Program Director	Executive Director
Title	Title
Date: _____	Date: _____

STATE OF TEXAS {}

COUNTY OF HIDALGO {}

2009 – YR 22
EMERGENCY SHELTER GRANT PROGRAM
SUBRECIPIENT AGREEMENT

This Agreement, made and entered into on this the 1st day of July, 2009 by and between **Hidalgo County-Urban County Program**, hereinafter referred to as "**ENTITY**," a political subdivision of the State of Texas and **The Salvation Army**, a neighborhood based not-for-profit organization, A GEORGIA CORPORATION hereinafter referred to as "**SUBRECIPIENT**".

WITNESSETH

WHEREAS, the **SUBRECIPIENT** desires to carry out eligible activities as described in **Exhibit A** and permitted by 24 CFR §576.21 ; and

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the special activities described in Exhibit A can be carried out in the **ENTITY**'s jurisdiction; and

WHEREAS, the **ENTITY** has made a finding that those activities listed in Exhibit A are eligible under 24 CFR 576.21;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Emergency Shelter Grant Program activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 576 and other rules, regulations and decisions as may be made by the Department of Housing and Urban Development (HUD) or any other federal or state **ENTITY** that may legally exercise its jurisdiction over expenditures of ESG funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in **Exhibit A: Statement of Work,** of this Agreement for and in consideration of ESG funding in the amount of **$ 112,078.00** enumerated in **Exhibit B: Payment Schedule.**

SUBRECIPIENT agrees to notify **ENTITY** ***in writing*** of any changes in its Statement of Work, Grant Budget and Payment Schedule. **SUBRECIPIENT** shall obtain approval ***in writing*** from **ENTITY** prior to commencing work on any changes made to the Statement of Work, Grant Budget and Payment Schedule.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this agreement or after termination of this agreement.

SUBRECIPIENT agrees to follow the schedule outlined in **Exhibit D: Schedule of Activity** and shall notify **ENTITY** of any changes, delays or departures from the schedule. If the **SUBRECIPIENT** demonstrates that delays or departure from the schedule is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may amend such Schedule of Activity within the time frame established by this Agreement.

SECTION III
Records and Reports

SUBRECIPIENT agrees to maintain records and reports as outlined in **Exhibit C: Records and Reports** and agrees to make those records and reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over expenditure of ESG funds.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** will conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved as per 24 CFR Part 85.40 (a).

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in **Exhibit B.**

SUBRECIPIENT agrees to allow **ENTITY** to account for all program income from any ESG funded

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

SECTION XIX
Effective Date

The effective date of this contract shall be the **1st** day of **July**, **2009**, such date being the date the County Commissioners' Court approved entering into this Agreement with **SUBRECIPIENT**, and shall terminate on the **31st** day of **December**, **2010. *Non-profits funding will be for a period of one and one half (1 ½) years and a two (2) year period for the grantee (UCP). An extension can be granted by the UCP director up to a period of 2 years.**

Approved and signed this 9th day of Nov., 2009.

X _____
~~Captain Daniel Ford~~ STEPHEN ELLIS
~~Executing Official~~ ASSISTANT TREASURER

THE SALVATION ARMY, A GEORGIA CORPORATION FOR

Subrecipient Firm Name: **The Salvation Army**
Address: **1600 N. 23rd St.**
McAllen, TX 78502
F.E.I#: **58-0660607**

STATE OF ~~TEXAS~~ GEORGIA {
{
COUNTY OF ~~HIDALGO~~ {

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

Subscribed and sworn to before me this 9th day of Nov., 2009.

MARIA M. PENA
MY COMMISSION EXPIRES
August 25, 2013

Witness: _____

_____
Notary Signature

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

_____
Diana R. Serna
UCP Executive Director

Exhibit B-1
Grant Budget

TYPE OF EXPENDITURES	BUDGETED AMOUNT
As identified through the Statement of Work	
Maintenance & Operations	$ 58,078.00
Essential Services	$ 24,000.00
Homeless Prevention	$ 30,000.00
	$
	$
	$
	$
TOTAL GRANT BUDGET:	$ $ 112,078.00

THE SALVATION ARMY

DOING THE MOST GOOD

FOUNDED IN 1865

1600 NORTH 23RD STREET
P.O. BOX 4766
McALLEN, TEXAS 78502-4766
TELEPHONE: 956/682-1468
FAX: 956/682-9693

William Booth, *Founder*
Shaw Clifton, *General*
Commissioner Maxwell Feener, *Territorial Commander*
Major Kenneth Johnson, *Divisional Commander*
Major Dan & Alba Ford, *Corps Officers*

12/08/10

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

REF: ESG Year 22 – 30 day Extension Request

Dear Ms. Serna:

Please consider this letter a formal request for a 30 day extension of ESG monies YR 22 to exhaust all remaining funds. All request for reimbursements will be turned in by Jan 31st 2011.

Please advise if 30 day extension is granted.

Thank you for your time and consideration in this matter.

Major Dan Ford
McAllen Corps Officer

An Agency of United Way of South Texas

EMERGENCY SHELTER GRANT PROGRAM
YR 22 – 2009
NON-PROFIT BALANCES
12-15-10

NAME OF NON-PROFIT	GRANT AMT.	TOTAL DRAWN	PENDING DRAWS	BALANCE
American Red Cross	60,000.00	26,336.94		33,663.06
ARCH	64,390.00	46,482.47	4,922.52	12,985.01
Mujeres Unidas/ Women Together	116,309.00	64,251.24	10,845.88	41,211.88
The Salvation Army	112,078.00	40,573.77		71,504.23
	352,777.00	177,644.42	15,768.40	159,364.18

AI-24451 **13.D.**

Agreement extension - Women Together

CC REGULAR

Date:	12/21/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Ninfa Ozuna
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Requesting authorization to extend fiscal year agreement with Mujeres Unidas/Women Together- ESG Program YR 22- (2009) until March 31, 2011. Their agreement will terminate on Dec. 31, 2010.

BACKGROUND

UCP is requesting authorization to amend the agreement between Mujeres Unidas/Women Together and the Hidalgo County ESG Program-YR 22 (2009) until March 31, 2011. Mujeres Unidas/Women Together has requested an extension of the agreement until March 31, 2011 to be able to expend all the funds for YR 22 (2009). We recommend approval. The two year contract with HUD for YR 22 ends on June 30, 2011.

The grant awarded to Mujeres Unidas/Women Together in the amount of $116, 309.00 will not change.

Fiscal Impact

FISCAL YEAR:

ACCT. #: Urban County Funds

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No budget increase to agreement.

Attachments

Link: agreement - Women Together

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	12/15/2010 03:31 PM	APRV
2	Perla Lopez	Perla Lopez	12/16/2010 03:20 PM	APRV
3	Auditor's Office	Linda Fong	12/17/2010 02:54 PM	APRV
4	Purchasing Department		12/17/2010 04:46 PM	NEW

Form Started By: Estella Webber — Started On: 12/15/2010 03:14 PM

Final Approval Date: 12/17/2010

AMENDMENT TO EXHIBIT "A"
PERFORMANCE STATEMENT

The Mujeres Unidas/Women Together having been certified as a non-profit, has been allocated ESG Funds. The non-profit shall carry out the following activities identified in its ESG Funds Application:

MAINTENANCE & OPERATIONS/ SSENTIAL SERVICES / HOMELESS PREVENTION SERVICES

Mujeres Unidas/Women Together shall utilize ESG Funds for maintenance and operations, essential services and homeless prevention activities. Maintenance and operations funds are used for the operation of the shelter and essential services are to be used for salaries of counseling staff. A total of $116,309.00 was awarded; $76,078.00 for maintenance and operations and $40,231.00 for essential services.

The subrecipient agreement entered between Mujeres Unidas/Women Together and the Hidalgo County –Urban County Program was approved on July 1, 2009 and will end on December 31, 2010.

Mujeres Unidas/Women Together has requested of the Urban County Program that their agreement be extended until March 31, 2011 to be able to expend all the funds awarded. The total grant amount awarded to Mujeres Unidas/Women Together in the amount of $ 116,309.00 will not change.

AMENDMENT APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT ON _____, 2010.

County:	**Non-Profit**
Hidalgo County	**Mujeres Unidas / Women Together**
_____	_____
Name	Name
Urban County Program Director	Executive Director
Title	Title
Date: _____	Date: _____

STATE OF TEXAS {}

COUNTY OF HIDALGO {}

2009 – YR 22
EMERGENCY SHELTER GRANT PROGRAM
SUBRECIPIENT AGREEMENT

This Agreement, made and entered into on this the **1st** day of **July**, **2009** by and between **Hidalgo County-Urban County Program**, hereinafter referred to as "**ENTITY**," a political subdivision of the State of Texas and **Mujeres Unidas/Women Together**, a neighborhood based not-for-profit organization, hereinafter referred to as "**SUBRECIPIENT**".

WITNESSETH

WHEREAS, the **SUBRECIPIENT** desires to carry out eligible activities as described in **Exhibit A** and permitted by 24 CFR §576.21 ; and

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the special activities described in Exhibit A can be carried out in the **ENTITY**'s jurisdiction; and

WHEREAS, the **ENTITY** has made a finding that those activities listed in Exhibit A are eligible under 24 CFR 576.21;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Emergency Shelter Grant Program activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 576 and other rules, regulations and decisions as may be made by the Department of Housing and Urban Development (HUD) or any other federal or state **ENTITY** that may legally exercise its jurisdiction over expenditures of ESG funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in **Exhibit A: Statement of Work,** of this Agreement for and in consideration of ESG funding in the amount of **$116,309.00** enumerated in

SECTION XIX
Effective Date

The effective date of this contract shall be the **1st** day of **July**, **2009**, such date being the date the County Commissioners' Court approved entering into this Agreement with **SUBRECIPIENT**, and shall terminate on the **31st** day of **Dec.**, **2010.** ***Non-profits funding will be for a period of one and one half (1 ½) years and a two (2) year period for the grantee (UCP).). An extension can be granted by the UCP director up to a period of 2 years.**

Approved and signed this 3rd day of August, 2009.

Estella De Anda

Estela De Anda, Director
Executing Official

Subrecipient Firm Name: **Mujeres Unidas/Women Together**
Address: 511 N. Cynthia
McAllen, TX 78501
FED,I.D.#74-2007536

STATE OF TEXAS {

{

COUNTY OF HIDALGO {

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

Subscribed and sworn to before me this 3rd day of Aug, 2009.

NINFA OZUNA
MY COMMISSION EXPIRES
September 8, 2010

Notary - Signature

Witness:

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

Diana R. Serna
UCP Executive Director

Exhibit B-1
Grant Budget

TYPE OF EXPENDITURES	BUDGETED AMOUNT
As identified through the Statement of Work	$
Maintenance & Operations	$ 76,078.00
Essential Services	$ 40,231.00
TOTAL GRANT BUDGET:	**$ 116,309.00**

Mujeres Unidas SHELTER Women Together
Phone: (956) 630-4878 Fax: (956) 687-4715
E-mail: womentog@swbell.net.
511 N. Cynthia Street • McAllen, Texas 78501

December 14, 2010

Ms. Diana Serna
Director Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

REF: ESG 2008- Year 22

Dear Ms. Serna:

At this time we are requesting an extension to finish expending Yr. 22 ESG funding. We have approximately $37,202.02 to expend and we are requesting an extension until March 31, 2011. We will expend approximately $12,400 per month until funds are expended. Thank you, for your attention in this matter.

Sincerely Yours,

Estella De Anda
Executive Director

CC. Ninfa Ozuna
Program Assistant

EMERGENCY SHELTER GRANT PROGRAM
YR 22 – 2009
NON-PROFIT BALANCES
12-15-10

NAME OF NON-PROFIT	GRANT AMT.	TOTAL DRAWN	PENDING DRAWS	BALANCE
American Red Cross	60,000.00	26,336.94		33,663.06
ARCH	64,390.00	46,482.47	4,922.52	12,985.01
Mujeres Unidas/ Women Together	116,309.00	64,251.24	10,845.88	41,211.88
The Salvation Army	112,078.00	40,573.77		71,504.23
	352,777.00	177,644.42	15,768.40	159,364.18

AI-24450 **13.E.**

agreement extension - American Red Cross

CC REGULAR

Date:	12/21/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Ninfa Ozuna
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Requesting authorization to extend fiscal year agreement with American Red Cross -ESG Program YR 22- (2009) until March 31, 2011. Their agreement will terminate on Dec. 31, 2010.

BACKGROUND

UCP is requesting authorization to amend the agreement between the American Red Cross and the Hidalgo County ESG Program-YR 22 (2009) until March 31, 2011. The American Red Cross has requested an extension of the agreement until March 31, 2011 to be able to expend all the funds for YR 22 (2009). We recommend approval. The two year contract with HUD for YR 22 ends on June 30, 2011.

The grant awarded to the American Red Cross in the amount of $60,000.00 will not change.

Fiscal Impact

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

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

BUDGETARY IMPACT:

No budget increase to agreement.

Attachments

Link: agreement - Red Cross

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	12/15/2010 03:31 PM	APRV
2	Perla Lopez	Perla Lopez	12/16/2010 02:59 PM	APRV
3	Auditor's Office	Linda Fong	12/17/2010 02:55 PM	APRV
4	Purchasing Department		12/17/2010 04:46 PM	NEW

Form Started By: Estella Webber — Started On: 12/15/2010 03:03 PM

Final Approval Date: 12/17/2010

AMENDMENT TO EXHIBIT "A"
PERFORMANCE STATEMENT

AMERICAN RED CROSS, having been certified as a non-profit, has been allocated ESG Funds. The non-profit shall carry out the following activities identified in its ESG Funds Application:

OPERATIONS UNDER HOUSING

American Red Cross shall utilize ESG Funds for operations under housing. American Red Cross utilizes the funds to provide vouchers for housing, clothing and food for victims of fire and other catastrophes. A total of $60,000.00 was awarded to American Red Cross.

The subrecipient agreement entered between American Red Cross and the Hidalgo County–Urban County Program was approved on July 1, 2009 and will end on December 31, 2010.

American Red Cross has requested of the Urban County Program that their agreement be extended until March 31, 2011 to be able to expend all the funds awarded. The total grant amount awarded to American Red Cross ($60,00.00) will not change.

AMENDMENT APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT ON _____, 2010.

County:	**Non-Profit**
Hidalgo County	**American Red Cross**
_____	_____
Name	Name
Urban County Program Director	Executive Director
Title	Title
Date: _____	Date: _____

American Red Cross

South Texas Chapter
Serving Cameron, Hidalgo, Starr & Willacy Counties
www.southtexasredcross.com

Administrative Offices
P.O. Box 2202
6914 N. Expressway 83
Harlingen, TX 78551-2202
Tel: (956) 423-0523
Fax: (956) 423-0542

Service Centers:
Harlingen
6914 N. Expressway 83
Tel: (956) 423-0523
Fax: (956) 423-0542

Pharr
425 W. State St.
Tel: (956) 787-7851
Fax: (956) 787-6841

December 7, 2010

Urban County Program
Attn: Diana R. Serna
1916 Tesoro Blvd.
Pharr, Texas 78577

Dear Ms. Serna

We are requesting an extension to use the funds awarded for the Year 22 Grant until March 31, 2011. At this time we have a balance of $ 32,254.58 and of that we are working on submitting a request for reimbursement in the amount of $14,620.88 which will leave us the balance of $17,633.70 to use up through the end of March, if approved.

We will greatly appreciate your help in this matter as we are doing our best to meet Urban County and HUD requirements for this grant, which is of great benefit to the American Red Cross. Please feel free to contact us should you have any further questions.

Sincerely,

Michael Huckabee
Executive Director
American Red Cross

United Way

DEC 14

STATE OF TEXAS {}

COUNTY OF HIDALGO {}

2009-YR 22
EMERGENCY SHELTER GRANT PROGRAM
SUBRECIPIENT AGREEMENT

This Agreement, made and entered into on this the **1st** day of **July**, **2009** by and between **Hidalgo County-Urban County Program**, hereinafter referred to as "**ENTITY**," a political subdivision of the State of Texas and **The American Red Cross**, a neighborhood based not-for-profit organization, hereinafter referred to as "**SUBRECIPIENT**".

WITNESSETH

WHEREAS, the **SUBRECIPIENT** desires to carry out eligible activities as described in **Exhibit A** and permitted by 24 CFR §576.21 ; and

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the special activities described in Exhibit A can be carried out in the **ENTITY**'s jurisdiction; and

WHEREAS, the **ENTITY** has made a finding that those activities listed in Exhibit A are eligible under 24 CFR 576.21;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Emergency Shelter Grant Program activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 576 and other rules, regulations and decisions as may be made by the Department of Housing and Urban Development (HUD) or any other federal or state **ENTITY** that may legally exercise its jurisdiction over expenditures of ESG funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in **Exhibit A: Statement of Work,** of this Agreement for and in consideration of ESG funding in the amount of **$ 60,000.00** enumerated in **Exhibit B: Payment Schedule**.

SUBRECIPIENT agrees to notify **ENTITY** ***in writing*** of any changes in its Statement of Work, Grant Budget and Payment Schedule. **SUBRECIPIENT** shall obtain approval ***in writing*** from **ENTITY** prior to commencing work on any changes made to the Statement of Work, Grant Budget and Payment Schedule.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this agreement or after termination of this agreement.

SUBRECIPIENT agrees to follow the schedule outlined in **Exhibit D: Schedule of Activity** and shall notify **ENTITY** of any changes, delays or departures from the schedule. If the **SUBRECIPIENT** demonstrates that delays or departures from the schedule is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may amend such Schedule of Activity within the time frame established by this Agreement.

SECTION III
Records and Reports

SUBRECIPIENT agrees to maintain records and reports as outlined in **Exhibit C: Records and Reports** and agrees to make those records and reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over expenditure of ESG funds.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved as per 24 CFR Part 85.40 (a).

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to allow **ENTITY** to account for all program income from any ESG funded activity covered under this agreement and listed in Exhibit B. Any program income generated by a ESG funded activity can be used by the **SUBRECIPIENT** for activities so listed in Exhibit A upon approval of **ENTITY**.
Failure of the **SUBRECIPIENT** to report program income as required, shall cause **ENTITY** to require all program income to be recovered by the **ENTITY**.

accordance with its terms.

SECTION XIX
Effective Date

The effective date of this contract shall be the **1st** day of **July**, **2009**, such date being the date the County Commissioners' Court approved entering into this Agreement with **SUBRECIPIENT**, and shall terminate on the **31st** day of **Dec., 2010**. ***Non-profits funding will be for a period of one and one half (1 ½) years and a two (2) year period for the grantee (UCP).). An extension can be granted by the UCP director up to a period of 2 years.**

Approved and signed this 28th day of July, 2009.

Michael Huckabee, Director
Executing Official

Subrecipient Firm Name: **American Red Cross**
Address: **16281 S. Expressway 83**
Harlingen, TX 785551-2202

Fed. I.D. # or Soc. Sec. #: **74-1152595**

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

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

Subscribed and sworn to before me this 12th day of August, 2009.

MARLEN RAMIREZ
MY COMMISSION EXPIRES
February 13, 2010

Marlen Ramirez
Notary - Signature

Witness:

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

Diana R. Serna, UCP Exec. Director

Exhibit B-1
Grant Budget

TYPE OF EXPENDITURES	BUDGETED AMOUNT
As identified through the Statement of Work	**$ 60,000.00**
Disaster Relief Services: Food, Clothing, Shelter	**$**
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$**

EMERGENCY SHELTER GRANT PROGRAM
YR 22 – 2009
NON-PROFIT BALANCES
12-15-10

NAME OF NON-PROFIT	GRANT AMT.	TOTAL DRAWN	PENDING DRAWS	BALANCE
American Red Cross	60,000.00	26,336.94		33,663.06
ARCH	64,390.00	46,482.47	4,922.52	12,985.01
Mujeres Unidas/ Women Together	116,309.00	64,251.24	10,845.88	41,211.88
The Salvation Army	112,078.00	40,573.77		71,504.23
	352,777.00	177,644.42	15,768.40	159,364.18

AI-24448 **13.F.**

Agreement extension - ARCH ESG Program

CC REGULAR

Date:	12/21/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Ninfa Ozuna
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Requesting authorization to extend fiscal year agreement with the Advocacy Resource Center for Housing (ARCH) - ESG Program YR 22- (2009) until March 31, 2011. Their agreement will terminate on Dec. 31, 2010.

BACKGROUND

UCP is requesting authorization to amend the agreement between the Advocacy Resource Center for Housing and the Hidalgo County ESG Program-YR 22 (2009) until March 31, 2011. The Advocacy Resource Center has requested an extension of the agreement until March 31, 2011 to be able to expend all the funds for YR 22 (2009). The two year contract with HUD for YR 22 ends on June 30, 2011. We recommend approval.

The grant awarded to the Advocacy Resource Center for Housing in the amount of $64,390.00 will not change.

Fiscal Impact

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

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

BUDGETARY IMPACT:

No budget increase to agreement.

Attachments

Link: agreement - ARCH

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	12/15/2010 03:31 PM	APRV
2	Perla Lopez	Perla Lopez	12/16/2010 02:50 PM	APRV
3	Auditor's Office	Linda Fong	12/17/2010 02:56 PM	APRV
4	Purchasing Department		12/17/2010 04:46 PM	NEW

Form Started By: Estella Webber — Started On: 12/15/2010 02:57 PM

Final Approval Date: 12/17/2010

AMENDMENT TO EXHIBIT "A"
PERFORMANCE STATEMENT

The Advocacy Resource Center for Housing (ARCH) having been certified as a non-profit, has been allocated ESG Funds. The non-profit shall carry out the following activities identified in its ESG Funds Application:

ESSENTIAL SERVICES / HOMELESS PREVENTION SERVICES

The Advocacy Resource Center for Housing shall utilize ESG Funds for essential services and homeless prevention activities. Essential services are to be used for salaries of counseling staff that will be assisting clients seeking assistance for homeless prevention. Homeless prevention activities include assistance to families and individuals who have received rental eviction notices and utility disconnect notices. A total of $64,390.00 was awarded; $24,390.00 essential services and $40,000.00 for homeless prevention activities.

The subrecipient agreement entered between the Advocacy Resource Center for Housing and the Hidalgo County –Urban County Program was approved on July 1, 2009 and will end on December 31, 2010.

The Advocacy Resource Center for Housing has requested of the Urban County Program that their agreement be extended until March 31, 2011 to be able to expend all the funds awarded. The total grant amount awarded to the Advocacy Resource Center for Housing in the amount of $ 64,390.00 will not change.

AMENDMENT APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT ON _____, 2010.

County:	**Non-Profit**
Hidalgo County	**Advocacy Resource Center for Housing**
_____	_____
Name	Name
Urban County Program Director	Executive Director
Title	Title
Date: _____	Date: _____

ARCH
ADVOCACY RESOURCE CENTER FOR HOUSING

2507 Buddy Owens
McAllen, Texas 78501
Ph: (956) 631-4277
Fax: (956) 631-4277 (call-1st)

December 08, 2010

Mrs. Diana Serna
Urban County Program
1916 Tesoro Boulevard
Pharr, Texas 78577

Regarding: A request for an Extension of time to completing our sub-recipient agreement – ESG YR 22 - 2009

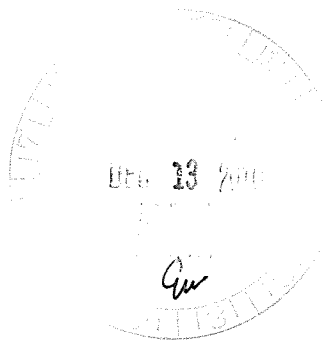
Dear Mrs. Diana Serna, Executive Director

Our ESG YR 22 – 2009 grant was awarded for $64,390.00 and is divided into $24,390.00 for essentials and $40,000.00 for homelessness assistance. The agreement was awarded in July 1, 2009 but expenditures were not approved till 8/ 2009. Lack of operational funds has caused us to have approximately $12,425.00 of funds that have not been used yet. **This letter is to request an extension of time to March 31, 2011 to complete our sub-recipient agreement on ESG YR 22 -2009**. Like other nonprofits, we experienced a shortage of funds needed to spend first in client assistance, before we could turn around and submit for reimbursement to your department for the assistance we provided to clients needing help with rent, house deposits, house utilities or foreclosure. We feel confident that with the approval of this additional time we will complete our commitment. We are enthusiastic about working with Urban County and we look forward to reaching out to our communities and forwarding Urban County funds to the many needy families struggling to keep a roof over their heads. Please call me, if you have any question at (956) 624-4006 and I look forward to your reply.

Sincerely

San Juanita Maldonado

San Juanita Maldonado, Executive Director
Advocacy Resource Center for Housing
sjm/arch



STATE OF TEXAS {}

COUNTY OF HIDALGO {}

2009-YR 22
EMERGENCY SHELTER GRANT PROGRAM
SUBRECIPIENT AGREEMENT

This Agreement, made and entered into on this the 1ST day of July, 2009 by and between **Hidalgo County-Urban County Program**, hereinafter referred to as "**ENTITY**," a political subdivision of the State of Texas and **Advocacy Resource Center for Housing (ARCH)**, a neighborhood based not-for-profit organization, hereinafter referred to as "**SUBRECIPIENT**".

WITNESSETH

WHEREAS, the **SUBRECIPIENT** desires to carry out eligible activities as described in **Exhibit A** and permitted by 24 CFR §576.21 ; and

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the special activities described in Exhibit A can be carried out in the **ENTITY**'s jurisdiction; and

WHEREAS, the **ENTITY** has made a finding that those activities listed in Exhibit A are eligible under 24 CFR 576.21;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Emergency Shelter Grant Program activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 576 and other rules, regulations and decisions as may be made by the Department of Housing and Urban Development (HUD) or any other federal or state **ENTITY** that may legally exercise its jurisdiction over expenditures of ESG funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in **Exhibit A: Statement of Work,** of

this Agreement for and in consideration of ESG funding in the amount of **$64,390.00** enumerated in **Exhibit B: Payment Schedule**.

SUBRECIPIENT agrees to notify **ENTITY** ***in writing*** of any changes in its Statement of Work, Grant Budget and Payment Schedule. **SUBRECIPIENT** shall obtain approval ***in writing*** from **ENTITY** prior to commencing work on any changes made to the Statement of Work, Grant Budget and Payment Schedule.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this agreement or after termination of this agreement.

SUBRECIPIENT agrees to follow the schedule outlined in **Exhibit D: Schedule of Activity** and shall notify **ENTITY** of any changes, delays or departures from the schedule. If the **SUBRECIPIENT** demonstrates that delays or departures from the schedule is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may amend such Schedule of Activity within the time frame established by this Agreement.

SECTION III
Records and Reports

SUBRECIPIENT agrees to maintain records and reports as outlined in **Exhibit C: Records and Reports** and agrees to make those records and reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over expenditure of ESG funds.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved as per 24 CFR Part 85.40 (a).

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to allow **ENTITY** to account for all program income from any ESG funded activity covered under this agreement and listed in Exhibit B. Any program income generated by a ESG funded activity can be used by the **SUBRECIPIENT** for activities so listed in Exhibit A upon approval of **ENTITY**. Failure of the **SUBRECIPIENT** to report program income as required, shall cause **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused ESGP funds will be returned to **ENTITY** at the end or termination of this agreement.

accordance with its terms.

SECTION XIX
Effective Date

The effective date of this contract shall be the **1st** day of **July**, **2009**, such date being the date the County Commissioners' Court approved entering into this Agreement with **SUBRECIPIENT**, and shall terminate on the **31st** day of **December 2010**. ***Non-profits funding will be for a period of one and one half (1 ½) years and a two (2) year period for the grantee (UCP). An extension can be granted by the UCP director up to a period of 2 years.**

Approved and signed this 20th day of July, 2009.

San Juana Maldonado

San Juana Maldonado, Ex. Director
Executing Official

Subrecipient Firm Name: **Advocacy Resource Center for Housing**
Address: **2507 Buddy Owens**
McAllen, TX 78504

Fed. I.D. # or Soc. Sec. #: **74-2742006**

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

Janie Maldonado (San Juana Maldonado), personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this 20th day of July, 2009.

NINFA OZUNA
MY COMMISSION EXPIRES
September 8, 2010

Notary - Signature

Witness:

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

Diana R. Serna, UCP Exec. Director

Exhibit B-1
Grant Budget

TYPE OF EXPENDITURES	BUDGETED AMOUNT
As identified through the Statement of Work	
Essential Services	**$ 24,390.00**
Homeless Prevention	**$ 40,000.00**
TOTAL GRANT BUDGET:	**$ 64,390.00**

EMERGENCY SHELTER GRANT PROGRAM
YR 22 – 2009
NON-PROFIT BALANCES
12-15-10

NAME OF NON-PROFIT	GRANT AMT.	TOTAL DRAWN	PENDING DRAWS	BALANCE
American Red Cross	60,000.00	26,336.94		33,663.06
ARCH	64,390.00	46,482.47	4,922.52	12,985.01
Mujeres Unidas/ Women Together	116,309.00	64,251.24	10,845.88	41,211.88
The Salvation Army	112,078.00	40,573.77		71,504.23
	352,777.00	177,644.42	15,768.40	159,364.18

AI-24443 **13.G.**

Signature Re-Authorization

CC REGULAR

Date:	12/21/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Hilda Bazan
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Requesting approval to Re-Authorize Urban County Program Director to sign and execute Loan Agreements, Rehabilitation Contracts, Promissory Notes, Release of Real Estate Liens on Property that have met the established Affordability Periods, and CHDO Agreements, as they relate to the HOME Program.

BACKGROUND

The Urban County Program is requesting that such authority be re-authorized to the Urban County Program Director in order to expedite the Housing Process and comply with applicable Federal Regulations.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	12/15/2010 03:32 PM	APRV
2	Perla Lopez	Perla Lopez	12/16/2010 11:45 AM	APRV
3	Auditor's Office	Linda Fong	12/17/2010 02:56 PM	APRV
4	Purchasing Department		12/17/2010 04:46 PM	NEW

Form Started By: Estella Webber — Started On: 12/15/2010 02:04 PM

Final Approval Date: 12/17/2010

AI-24440 **13.H.**

Re-authorization approval

CC REGULAR

Date:	12/21/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Hilda Bazan
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Requesting approval to re-authorize the Urban County Program Director to sign and execute contracts, and agreements after Hidalgo County Commissioners' Court approval as it relates to all Hidalgo County Urban County Program projects included in the Annual Consolidated Plan and subsequent amendments.

BACKGROUND

The Hidalgo County Urban County Program Annual Action Plan outlines the intended use of CDBG, HOME, and ESG Funds administered by the Hidalgo County Urban County Program. The original authorization was approved by Hidalgo County Commissioners' Court on June 04, 1996.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	12/15/2010 03:32 PM	APRV
2	Perla Lopez	Perla Lopez	12/16/2010 01:43 PM	APRV
3	Auditor's Office	Linda Fong	12/17/2010 02:57 PM	APRV
4	Purchasing Department		12/17/2010 04:46 PM	NEW
Form Started By: Estella Webber			Started On: 12/15/2010 01:25 PM	
Final Approval Date: 12/17/2010				

AI-24438 **13.I.**

Change order approval authorization

CC REGULAR

Date:	12/21/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Hilda Bazan
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Requesting approval to re-authorize Urban County Program Director to approve certain Change Orders on Urban County Projects.

BACKGROUND

On January 22, 2002, the Commissioners' Court granted authority to the Urban County Director to approve Change Orders involving an increase or decrease of $50,000 or less, and for Change Orders requesting additional time for completion.

The County of Hidalgo Procurement Procedures, in Section III, No. F(B), permits as follows:

"If a Change Order involves an increase or decrease in cost of $50,000 or less, the Commissioners' Court may grant General Authority to an employee to approve the Change Orders. However, the original contract price may not be increased by more than 25 percent unless the Change Order is necessary to comply with a federal or state statute, rule, regulation, or judicial decision enacted, adopted, or rendered after the contract was made.
The original contract price may not be decreased by 18 percent or more without the consent of the contractor."

The Urban County Program is requesting that such a Grant of General Authority be made to Director Diana R. Serna, under the conditions listed above, and for Change Orders requesting additional time for completion. This would help to speed up project spending and completion, while Commissioners' Court would still retain responsibility for any proposed major changes.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	12/15/2010 03:30 PM	APRV

2	Perla Lopez	Perla Lopez	12/16/2010 01:45 PM	APRV
3	Auditor's Office	Linda Fong	12/17/2010 02:58 PM	APRV
4	Purchasing Department		12/17/2010 04:46 PM	NEW

Form Started By: Estella Webber Started On: 12/15/2010 11:37 AM

Final Approval Date: 12/17/2010

AI-24433 **13.J.**

Alarm system permit renewal

CC REGULAR

Date:	12/21/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Hilda Bazan
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Request for approval to pay the Pharr Police Department for burglary/robbery alarms permit in the amount of $30.00 (thirty dollars) for Hidalgo County Urban County Program.

BACKGROUND

In order to comply with the City of Pharr ordinance (#0-83-28) regarding alarms. (See attachments)

Fiscal Impact

FISCAL YEAR:

ACCT. #: Urban County Funds

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Urban County funds will be utilized.

Attachments

Link: permit renewal

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/15/2010 10:53 AM	APRV
2	Perla Lopez	Perla Lopez	12/16/2010 02:14 PM	APRV
3	Auditor's Office	Linda Fong	12/17/2010 02:59 PM	APRV
4	Purchasing Department		12/17/2010 04:46 PM	NEW

Form Started By: Estella Webber — Started On: 12/15/2010 10:33 AM

Final Approval Date: 12/17/2010

Pharr Police Department

1900 S. CAGE • PHARR, TX 78577-6751
PH: (956) 784-7700 • FAX: (956) 781-9163

ALARM DIVISION

Pharr All-America City 2006

PHARR POLICE DEPARTMENT

ALARM DIVISION
1900 S CAGE
PHARR, TX 78577

Statement

Date
12/5/2010

BILL TO:
URBAN COUNTY PROGRAM #2471 1916 N TESORO PHARR, TEXAS 78577

Account #
2471

Amount Due	Amount Enc.
$30.00	

Date	Transaction	Amount	Balance
12/05/2010	INV #116723. Due 12/05/2010. Orig. Amount $30.00. 2010 RENEWAL --- RENEWAL $30.00	30.00	30.00

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
30.00	0.00	0.00	0.00	0.00	$30.00

PAY AMOUNT DUE & RETURN APPLICATION/STATEMENT WITH PAYMENT TO ENSURE PROPER CREDIT IS GIVEN ***CHECKS PAYABLE TO THE PHARR POLICE DEPARTMENT***

RECEIVED
DEC 14 2010
[illegible]
COUNTY

Ruben Villescas *Chief of Police*

Office: (956) 784-7794 • rvillescas@pharrpd.net

CITY OF PHARR
BURGLARY/ROBBERY ALARM RENEWAL FORM

IN COMPLIANCE WITH **THE CITY OF PHARR AMENDED ORDINANCE (0-83-28)** REGARDING ALARMS WE ARE REQUESTING THAT YOU FILL OUT THE ALARM RENEWAL FORM. A RENEWAL PERMIT FEE OF **$30.00** HAS BEEN ASSESSED AND MUST BE RETURNED WITH THIS FORM TO THE POLICE DEPARTMENT, 1900 S. CAGE. IF YOU HAVE ANY QUESTIONS, OR WOULD LIKE A COPY OF THE ORDINANCE, PLEASE CALL (956)784-7700, **MARISOL FUENTES**. IF YOU DO NOT HAVE AN ALARM PLEASE CALL SO THAT WE CAN CORRECT OUR RECORDS. ***PLEASE PRINT WHEN FILLING FORM OUT***

*****MAKE CHECKS PAYABLE TO THE PHARR POLICE DEPT*****

ALARM COMPANY: _____ PHONE: _____
ALARM COMPANY MAILING ADDRESS: _____
ALARM COMPANY CITY, STATE & ZIP: _____

BUSINESS NAME &/OR APPLICANTS NAME: _____
ADDRESS WHERE ALARM IS LOCATED: _____
MAILING ADDRESS IF DIFFERENT: _____
CITY, STATE & ZIP: _____ PHONE# _____

Emergency notification: List the names & telephone numbers of three (3) people to be contacted in case of an emergency. **Emergency list updates are the responsibility of the permit holder.**

NAME PHONE
1. _____
2. _____
3. _____

PLEASE PLACE YOUR INITIALS AT EACH SECTION (SECTIONS CAN BE FOUND IN THE AMENDED ORDINANCE):

_____ **SECTION 5.** All renewal fees shall be paid directly by an alarm company… All permits shall expire one full year after date of issuance of such permit.

_____ **SECTION 11. ALARM RESPONSE LIABLITY.** The Pharr Police Dept. of City of Pharr Texas & the individual members of the Board of Commissioners of the City of Pharr and the Mayor of the City Pharr shall not be held liable/accountable in damages to the premises subject of the alarm as result of any act or acts of the Pharr Police Dept. in response to a alarm.

_____ **SECTION 12. FALSE ALARMS, FALSE ALARM LIMITATIONS, and FALSE RESPONSE FEES.** False alarms responded to by the Police Department shall be limited to three (3) per calendar month, per alarm module or Department notification by an alarm company. False alarms in excess of 3 per calendar month will require the payment by the alarm company (permittee) to the Police department on the following schedule:

4TH FALSE ALARM - $50.00
5TH FALSE ALARM -$75.00
6TH FALSE ALARM-$100.00

******FALSE ALARMS IN EXCESS OF 6 PER CALENDAR MONTH WILL INCUR AN ADDITIONAL $10.00 FEE PER ACTIVATION***

SIGNED BY: _____ TITLE: _____

POLICE USE ONLY

ADMINS. PERSONNEL _____ DATE: _____

FEE PAID: _____ PERMIT # 2471 CHECK # _____
REVISED 04/26/2010 #1284

AI-24436 **13.K.**

Certifying Officer designee

CC REGULAR

Date:	12/21/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Hilda Bazan
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Re-Designation of Urban County Program Director as Certifying Officer Designee for Environmental Review procedures for entities assuming HUD Environmental responsibilities (CDBG, CDBG-R, HOME, NSP, ESG, COLONIA, HPRP, TDHCA-DRP, TDRA-DRP Program and etc.)

BACKGROUND

Prior to obtaining annual funding from the U.S. Department of Housing and Urban Development, the Urban County Program must comply with 24 CFR Part 58 of the Federal Regulations. These regulations provide guidance on the procedures and time periods necessary to comply with public comment periods.

The Urban County Program is requesting that such designation be made to the Urban County Program Director in order to speed up project spending and meet compliance with ratio requirements.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	12/15/2010 03:30 PM	APRV
2	Perla Lopez	Perla Lopez	12/16/2010 02:37 PM	APRV
3	Auditor's Office	Linda Fong	12/17/2010 02:59 PM	APRV
4	Purchasing Department		12/17/2010 04:46 PM	NEW

Form Started By: Estella Webber — Started On: 12/15/2010 11:11 AM

Final Approval Date: 12/17/2010

AI-24496 **14.A.**

Edinburg TIRZ #3 Interlocal Agreement
CC REGULAR

Date:	12/21/2010
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	Precinct #4

Information

CAPTION

1. Approval of Interlocal Agreement by and among City of Edinburg, Hidalgo County, Tax Increment Reinvestment Zone Number Three, City of Edinburg, and Burns Brothers LTD., allowing for Hidalgo County to participate in the Tax Increment Reinvestment Zone Number Three, City of Edinburg.
2. Appointment of one board member to represent the County of Hidalgo on the Tax Increment Reinvestment Zone Number Three, City of Edinburg Board of Directors.

BACKGROUND

Fiscal Impact

Attachments

Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/17/2010 08:16 AM	APRV
2	Manuel Chapa	Manuel Chapa	12/17/2010 02:06 PM	APRV
3	Auditor's Office		12/17/2010 04:46 PM	NEW
Form Started By: Erika Reyna			Started On: 12/16/2010 04:54 PM	
Final Approval Date: 12/17/2010				

AI-24328 **15.A.**

Registry Funds Claim-Cause No. CL-22,251-C Heberto Garza, Jr.
CC REGULAR

Date:	12/21/2010
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Co. Clerk
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management **Sub-category:** Budget & Management

Information

CAPTION

Approval of claim for registry funds including interest earned in Cause No. CL-22,251-C - Heberto Garza, Jr.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-30-115-021-0-820

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

BUDGETARY IMPACT:

Available balance as of 12-17-10 $11,090.80.

The net amount to be disbursed for this case is $9,043.69. Please refer to attached analysis and documentation. All documentation and analysis has been reviewed and approved by Auditor's office.

Attachments

Link: Registry Funds case docs.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	12/17/2010 08:52 AM	APRV
2	Budget & Management	Erika Zamora	12/17/2010 01:39 PM	APRV
3	Auditor's Office	Linda Fong	12/17/2010 02:47 PM	APRV
4	Purchasing Department	Angela Garcia	12/17/2010 04:46 PM	APRV

Form Started By: Ivan Cantu Started On: 12/08/2010 03:22 PM

Final Approval Date: 12/17/2010

Hidalgo County Clerk
Estimated Interest Earned on Uninvested Registry Deposit

Investment Date	Amount Invested	Rate (a)	Year Interest	Accumulate Amount	
12/1/1991	$ 4,666.90	0.0569	265.55	4,932.45	
12/1/1992	4,932.45	0.0352	173.62	5,106.07	
12/1/1993	5,106.07	0.0302	154.20	5,260.27	
12/1/1994	5,260.27	0.0462	243.02	5,503.30	
12/1/1995	5,503.30	0.0515	283.42	5,786.72	
12/1/1996	5,786.72	0.049	283.55	6,070.27	
12/1/1997	6,070.27	0.049	297.44	6,367.71	
12/1/1998	6,367.71	0.0499	317.75	6,685.46	
12/1/1999	6,685.46	0.0455	304.19	6,989.65	
12/1/2000	6,989.65	0.05	349.48	7,339.13	
12/1/2001	7,339.13	0.03	220.17	7,559.30	
12/1/2002	7,559.30	0.0225	170.08	7,729.39	
12/1/2003	7,729.39	0.0135	104.35	7,833.73	
12/1/2004	7,833.73	0.0208	162.94	7,996.67	
12/1/2005	7,996.67	0.0399	319.07	8,315.74	
12/1/2006	8,315.74	0.05035	418.70	8,734.44	
12/1/2007	8,734.44	0.0486	424.49	9,158.93	
12/1/2008	9,158.93	0.0246	225.31	9,384.24	
12/1/2009	9,384.24	0.0143	134.19	9,518.44	
One Month	9,518.44	0.0143	11.56	9,530.00	(b)
			4,863.10	c	
Less Administration Fee			486.31	486.31	c
Net Amount From General Fund			4,376.79		
Net Amount to Minor				9,043.69	

(a) Used a combined amount from actual FNB rates provided currently and in past Commissioner's Court approved culculations and the Rates from the Federal Reserve Statistical Release for Federal Funds.

(b) Amount due at 12/31/2010

c Total interest of this amount 10% (486.31) would be reduced as administration fee This could be reduce from the total amount paid or a second check made payable to the County Clerk Office which would be reported as fees.

ORIGINAL

FILED
AT 4:00 O'CLOCK P M
DEC 2 1991
WILLIAM "BILLY" LEE, CLERK
COUNTY COURT AT LAW NO. 1 OF HIDALGO CO., TX
BY Linda Lua DEPUTY

FS-583/0601 JRJ:lc November 19, 1991

CAUSE NO. CL-22,251-C

MARIVEL GARZA ~~AND HEBERTO~~ W.E.O. GARZA, INDIVIDUALLY AND AS NEXT FRIENDS OF HEBERTO GARZA, JR., MINOR	§	IN THE COUNTY COURT AT LAW
VS.	§	NUMBER 3
MARTIN CANALES, III	§	HIDALGO COUNTY, TEXAS

FINAL JUDGMENT

BE IT REMEMBERED that on this day came on for hearing the above entitled and numbered cause, and came on Plaintiff's **MARIVEL GARZA** ~~AND HEBERTO GARZA~~, **INDIVIDUALLY AND AS NEXT FRIENDS OF HEBERTO GARZA, JR., A MINOR** and through their attorney of record, **MR. CARLOS L. GUERRA**; and came Defendant, **MARTIN CANALES, III**, by and through their attorney of record, **MR. JULIAN RODRIGUEZ, JR.**, One Park Place, 100 East Savannah, Suite 500, McAllen, Texas and in open Court entered appearances, announced ready for trial and waived a jury.

The Court has previously appointed **WILLIAM E. OWEN** to serve as attorney and Guardian Ad Litem for said minor Plaintiffs, **HEBERTO GARZA, JR.** The Court is of the opinion and finds that he is a practicing attorney of good standing before the Court and that he is a satisfactory and proper person to represent the interest of **HEBERTO GARZA, JR.**, said minor Plaintiff herein. IT IS THEREFORE, ORDERED, ADJUDGED and DECREED that **WILLIAM E. OWEN** is satisfactory and a proper person and is qualified to act herein as Guardian Ad Litem for said Minor, **HEBERTO GARZA, JR.**

All parties announced in open Court that they had agreed, subject to the approval of the Court, to fully compromise and settle all matters in controversy and dispute between them; and that they had signed Compromise, Settlement and Release Agreement which has previously been filed with the documents and pleadings in this cause with the County Clerk.

The Court proceeded to hear evidence offered by all the parties, the representations of the attorneys, together with reviewing the terms, covenants and conditions of said Compromise, Settlement and Release Agreement. All parties offered evidence, rested and closed The Court finds that pursuant to the terms of said Compromise Settlement and Release Agreement, the total sum of **SEVEN THOUSAND AND NO/100TH ($7,000.00) DOLLARS** is to be paid to the Plaintiffs as follows:

A. The sum of **FOUR THOUSAND SIX HUNDRED SIXTY-SIX AND 90/100TH ($4,666.90) DOLLARS** mentioned as part of the consideration given under the terms of this Agreement has been paid to the Clerk of the County Court, Trustee, for the use and benefit of **HEBERTO GARZA, JR.** This amount is paid for the use and benefit of **HEBERTO GARZA, JR.**, said minor child, for any and all claims of personal injury, psychological damages and all other losses and expenses, whether such claims be known or unknown, past, present or future, including future diminished capacity to work or loss of earnings, and including all medical expenses incurred by or on behalf of said minor child resulting from the accident made the basis of this lawsuit. This amount has been paid by the Released Parties into the Registry of the Court by depositing said sum with the County Clerk.

B. The sum of **TWO THOUSAND THREE HUNDRED THIRTY-THREE ($2,333.10)** has been paid to **MARIVEL GARZA ~~AND HEBERTO GARZA~~ INDIVIDUALLY AND AS NEXT FRIENDS OF HEBERTO GARZA, JR. A MINOR**, and **CARLOS L. GUERRA** their attorney, for all claims of personal injury, psychological damages and any and all other losses and expenses, whether such claims be known or unknown, past, present, or future, including future diminished capacity to work, loss of earnings in the past or future, attorney's fees, and including any and all medical expenses incurred herein on behalf of **MARTIN CANALES, III** and including any and all claims against **FARMERS INSURANCE GROUP and PAT HOUSTON** for bad faith, unfair claim practices, and any violations of the Deceptive Trade Practices Act and/or the insurance code of the State of Texas.

The Court finds that said Compromise, Settlement and Release Agreement is in all things proper and just and that the same should be in all things approved.

IT IS THEREFORE, ORDERED, ADJUDGED and DECREED that said Compromise, Settlement and Release Agreement is in all things approved.

It further appears to the Court that Defendants, **MARTIN CANALES, III, FARMERS INSURANCE GROUP, and PAT HOUSTON**, has this day in open Court paid to Plaintiffs the sum of **SEVEN THOUSAND AND NO/100TH ($7,000.00) DOLLARS** in full satisfaction of this Judgment.

The Court here now orders a reasonable fee to **WILLIAM E. OWEN**, said Guardian Ad Litem for **HEBERTO GARZA, JR.**, the minor Plaintiff, in the sum of $1,250.00, which sum is to be taxed herein as part of the costs of this Court.

IT IS FURTHER ORDERED that all costs of Court are hereby assessed against Defendants, **MARTIN CANALES, III and FARMERS INSURANCE GROUP** including expert witness fees and Guardian Ad Litem

fees, for which execution may issue if not timely paid.

IT IS FURTHER ORDERED, ADJUDGED and DECREED by the Court that Defendants, **MARTIN CANALES, III and FARMERS INSURANCE GROUP** along with the other persons and entities mentioned as Released Parties in the Compromise, Settlement and Release Agreement shall be and hereby stand fully and finally released, acquitted and discharged from all liability to Plaintiffs by virtue of this Judgment and that this Judgment shall be an absolute bar to any further prosecution of this cause or any part thereof.

SIGNED on this the 20th day November, 1991.

JUDGE PRESIDING

FS-583/0601 JRJ:lc November 12, 1991

ORIGINAL

4:00 O'CLOCK P.M.
NOV 12 1991
WILLIAM "BILLY" LEE, CLERK
COUNTY COURT AT LAW NO. 3 OF HIDALGO CO., TX
BY Laura Lara DEPUTY

CAUSE NO. CL-22,251-C

MARIVEL GARZA ~~AND HEBERTO GARZA~~, INDIVIDUALLY AND AS NEXT FRIENDS OF HEBERTO GARZA, JR., MINOR	§	IN THE COUNTY COURT AT LAW
VS.	§	NUMBER 3
MARTIN CANALES, III	§	HIDALGO COUNTY, TEXAS

COMPROMISE, SETTLEMENT AND RELEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That this Compromise, Settlement and Release Agreement is made and entered into pursuant to the consideration, terms, covenants and conditions herein enumerated, as follows:

1. Designation of the Parties: **MARIVEL GARZA** ~~**AND HEBERTO GARZA**~~, **INDIVIDUALLY AND AS NEXT FRIENDS OF HEBERTO GARZA, JR., A MINOR** and **MR. WILLIAM E. OWEN**, Guardian Ad Litem for said **HEBERTO GARZA, JR.**, minor child, collectively called Plaintiff in this action, all of the forementioned are referred to in this Agreement as "Releasing Parties."

MARTIN CANALES, III and **FARMERS INSURANCE GROUP** is referred to in this Agreement as "Released Parties."

2. Allegations of Releasing Parties: The Releasing Parties alleged that on or about March 24, 1989, **HEBERTO GARZA, JR.**, minor child, was injured in the premises of 4 Miles Southeast of Roma. This incident occurred at 4 Miles Southeast of Roma, Starr County, Texas on Highway 83. Plaintiff's allege that the injuries sustained by the minor child were the direct and proximate result of the negligence of **MARTIN CANALES, III.**

3. Contentions of Released Parties: The Released Parties strenuously and vehemently deny that they may have breached any legal duty to the Releasing Parties, deny any negligence on their part, deny that the Releasing Parties have sustained any damages and deny that they are liable to the Releasing Parties for any of this conduct.

4. Consideration: The Releasing Parties hereby acknowledge and confess that the total sum of **SEVEN THOUSAND AND NO/100TH ($7,000.00) DOLLARS** has this day been paid to them, and that said cash consideration, together with the terms, covenants and conditions contained herein are adequate consideration for the making and execution of this Agreement.

The **SEVEN THOUSAND AND NO/100TH ($7,000.00) DOLLARS** have been paid to the Releasing Parties as follows:

A. The sum of **FOUR THOUSAND SIX HUNDRED SIXTY-SIX AND 90/100TH ($4,666.90) DOLLARS** mentioned as part of the consideration given under the terms of this Agreement has been paid to the Clerk of the County Court, Trustee, for the use and benefit of **HEBERTO GARZA, JR.** This amount is paid for the use and benefit of **HEBERTO GARZA, JR**, said minor child, for any and all claims of personal injury, psychological damages and all other losses and expenses, whether such claims be known or unknown, past, present or future, including future diminished capacity to work or loss of earnings, bad faith, unfair claim practices and any violations of the Deceptive Trade Practices Act and/or the insurance code of the State of Texas and including all medical expenses incurred by or on behalf of said minor child resulting from the accident made the basis of this lawsuit. This amount has been paid by the Released Parties into the Registry of the Court by depositing said sum with the County Clerk. Thereafter, the County Clerk shall deposit said

sum into an interest bearing account to be paid to said minor upon his twenty-first birthday or upon further order of this Court.

B. The sum of **TWO THOUSAND THREE HUNDRED THIRTY-THREE AND 10/100TH ($2,333.10)** has been paid to **MARIVEL GARZA** ~~**AND HEBERTO GARZA**~~, **INDIVIDUALLY** and their attorney, **CARLOS L. GUERRA** for any and all claims of personal injury, psychological damages and any and all other losses and expenses, whether such claims be known or unknown, past, present, or future, including future diminished capacity to work, loss of earnings in the past or future, attorneys' fees, and including any and all medical expenses incurred herein on behalf of **HEBERTO GARZA, JR** and including any and all claims against **FARMERS INSURANCE GROUP** for bad faith, unfair claims practices, and any violations of the Deceptive Trade Practices Act and/or the insurance code of the State of Texas.

5. Purpose of Agreement: The parties hereto all agree and desire to fully compromise and settle all matters in controversy by and between them, subject to the approval of the Court. The parties agree that the Judgment shall be entered in this cause reciting the consideration stated in this Agreement, representing to the Court that all matters in controversy by and between them have been fully compromised and settled, that there is no further need or occasion for Plaintiff's-Releasing Parties to prosecute this suit or any part thereof against Defendant or Released Parties, and that said Judgment shall be an absolute bar to any such further prosecution.

In consideration of all of the matters previously mentioned, the receipt and sufficiency of which are acknowledged and confessed the Releasing Parties have this day released, and by this Agreement do fully release, acquit and forever discharge the Released Parties from any and all claims, demands, damages, actions and causes of

action of any kind whatsoever at common law, statutory or otherwise, which the Releasing Parties have or may have, known or unknown, now existing that might arise hereafter, directly or indirectly attributable to the accident which occurred on or about March 24, 1989 in Starr, County, Texas and related matters all more particularly described in the pleadings on file in the foregoing mentioned cause; it being intended to release all claims of any kind which the Releasing Parties may have against the Released Parties, whether asserted in said cause or not.

6. Indemnification Clause: In further consideration of the receipt of the funds herein described, the Releasing Parties do hereby agree to defend, indemnify and hold harmless the Released Parties, from and against any and all claims, damages, demands, actions or causes of action, for hospital, medical or doctor bills, expenses and liens, subrogation, contribution and/or indemnity, including claims for attorney's fees which any person or entity has or may have arising out of or involving the incidents, events, matters and/or causes of action herein described. The Releasing Parties agree to execute any and all instruments, waive any findings and release any portion of a Judgment necessary to effectuate this Agreement to hold the Released Parties harmless and to indemnify them.

W.E.O. MGG

MARIVEL GARZA AND ~~HEBERTO GARZA~~, INDIVIDUALLY AND AS NEXT FRIEND OF HEBERTO GARZA, JR, A MINOR, his heirs, successors and assigns, in further consideration of the funds herein recited hereby agree to fully indemnify and hold the Released Parties harmless for any and all claims, actions, causes of action, demands, expenses including attorney's fees, costs, and disputes made, asserted by Plaintiff's, after such child reaches the age of majority or any objections, disputes or complaints made about this

Court having jurisdiction over the persons or subject matter made the basis of this suit. It is expressly understood and agree that this contract is enforceable in the Court of the State of Texas.

7. Contractual Nature of Agreement: It is expressly understood and agreed that the terms hereof are contractual and not merely recitals.

8. Resolution of Disputed Case: This agreement contained herein and in consideration transferred are to compromise disputed claims, to avoid the expenses and uncertainty of litigation and to buy peace. No payments made, releases given or other consideration exchanged shall be construed as an admission of liability by any party.

9. Understanding, competency, and capacity: Each person who signs this agreement warrants that he or she has read this agreement, that he or she fully understands it to be compromised, settlement and release of all claims, that this settlement is final and conclusive and that the Releasing Parties on account of the facts and circumstances mentioned herein desire to forever release the aforementioned Release Parties, from any and all claims whether known or unknown or whatever basis, past, present or future. Each person who signs this agreement, further warrants that he or she is either an attorney of record for a party herein or a party to this cause and agreement. Each person who is not an attorney represents that he or she has been explained the meaning of this agreement and the consequences thereof. All persons who sign this agreement warrant that he or she is of legal age, legally competent, that he or she has capacity to sign this document in the manner indicated and that he or she has done so on his or her own free will and accord without reliance on any representation of any kind not expressly set forth herein.

10. Disposition of pending litigation: There is currently pending in the COUNTY COURT AT LAW NUMBER THREE, HIDALGO COUNTY, TEXAS, CAUSE NO. CL-22,251-C, styled: MARIVEL GARZA ~~AND HEBERTO~~ W.E.O. ~~GARZA~~, INDIVIDUALLY AND AS NEXT FRIENDS OF HEBERTO GARZA, JR., MINOR VS. MARTIN CANALES, III. The signing of the Judgment contemplated in paragraph 5 herein, and the terms, covenants, conditions, releases and consideration expressed in this agreement will fully compromise, settle and dispose of this cause, and will serve as an absolute bar to any and all further prosecution of the matters herein stated.

IN WITNESS WHEREOF the parties have signed this agreement on this the 20th day of November, 1991.

Maribel Garcia
MARIVEL GARZA, INDIVIDUALLY

maribel Garcia
MARIVEL GARZA, AS NEXT FRIEND OF HEBERTO GARZA, JR., A MINOR

~~HEBERTO GARZA, INDIVIDUALLY~~ MGG W.E.O.

HEBERTO GARZA, AS NEXT FRIEND OF HEBERTO GARZA, JR., A MINOR

Plaintiffs-Releasing Party

APPROVED:

CARLOS L. GUERRA
4121 N. 23RD STREET
McAllen, Texas 78504
(512) 687-8181

CARLOS L. GUERRA
State Bar No. 08574400
ATTORNEYS FOR PLAINTIFFS
MARIVEL GARZA AND HEBERTO
GARZA, INDIVIDUALLY AND AS NEXT
FRIENDS OF HEBERTO GARZA, JR., A
MINOR

WILLIAM E. OWEN
District Attorney's Office
Hidalgo County Courthouse
Edinburg, Texas 78539
(512) 380-6780

WILLIAM E. OWEN
State Bar No. 15375160
GUARDIAN AD LITEM FOR
HEBERTO GARZA, JR. A MINOR

THORNTON, SUMMERS, BIECHLIN, DUNHAM & BROWN, INC.
One Park Place
100 E. Savannah, Suite 500
McAllen, Texas 78503
(512) 630-3080
(512) 630-0189 fax

JULIAN RODRIGUEZ, JR.
State Bar No. 17146770
ATTORNEYS FOR DEFENDANT
MARTIN CANALES, III AND
FARMERS INSURANCE GROUP

AI-24513 **15.B.1.**

2010 BA & Interdpt for Certificate of Obligation Series 2002 (1332)
CC REGULAR

Date:	12/21/2010
Submitted By:	Dale Kennan, BUDGET & MANAGEMENT
Submitted For:	Certificate of Obligation Series 2002 (1332)
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

Certificate of Obligation Series 2002 (1332):

a. Approval of 2010 appropriation of funds for Certificate of Obligation Series 2002 - Precinct 4 Outer Loop Project (program 025) in the amount of $2,340.90 to fund a portion of pending S&B Infrastructure invoice U0061.200.04.

b. Approval of 2010 interdepartmental transfer within the Certificate of Obligation Series 2002 from Pct 2 - Tax Office (program 042) and from Pct 4 - Parks (program 018) to Precinct 4 Outer Loop Project (program 025) in the amounts of $60,391.01 and $7,250.00 (respectively) to fund a portion of pending S&B Infrastructure invoice U0061.200.04.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 0-1332-4XX-XX-12X-0XX-0-XXX

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

BUDGETARY IMPACT:

1. Funding available in fund balance for pending appropriation into account number 0-1332-431-00-124-025-0-334,
as of 12/17/10.

2. 0-1332-415-15-122-042-0-720 available balance is $60,391.01 and 0-1332-452-00-124-018-0-720 available balance is $7,250.00. Funding available for transfer as of 12/17/10.

Attachments

Link: 2010 BA CO2002 (1332)

Link: 2010 Interdept CO2002 (1332)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/17/2010 03:37 PM	APRV
2	Roland Garcia	Rolando Garcia	12/17/2010 04:09 PM	APRV
3	Auditor's Office		12/17/2010 04:46 PM	NEW

Form Started By: Dale Kennan

Started On: 12/17/2010 03:04 PM

Final Approval Date: 12/17/2010

AI-24483 **16.A.4.**

Rebate Check (BuyBoard)

CC REGULAR

Date:	12/21/2010
Submitted By:	Nielda Cavazos, PURCHASING DEPT.
Submitted For:	Nielda Cavazos
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Acceptance of a rebate check in the amount of $29,318.30 check number 00006083 from (BuyBoard) The Local Government Purchasing Cooperative as a result of purchases made by Hidalgo County's participation in the Cooperative for the 2009-10 fiscal year.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

GEN FUND- MISCELLANEOUS REVENUE ACCT.# 0-1100-360-00-000-000-0-000 Rebate check results in a positive fiscal impact to County. Check not yet receipted as of 12/17/2010. Check held by County Treasurer's pending CC approval. rc

Attachments

Link: Letter

Link: Rebate Check

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	12/16/2010 03:18 PM	APRV
2	Budget & Management	Erika Zamora	12/16/2010 03:34 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	12/17/2010 10:03 AM	APRV
4	Auditor's Office	Linda Fong	12/17/2010 02:43 PM	APRV

Form Started By: Nielda Cavazos Started On: 12/16/2010 02:10 PM

Final Approval Date: 12/17/2010

BuyBoard® Cooperative Purchasing

P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

December 6, 2010

Dear BuyBoard member:

We are pleased to present your organization with the enclosed rebate check.

Because of your participation and confidence in The Local Government Purchasing Cooperative and BuyBoard®, the program has grown tremendously over the last few years. The purchasing volume exceeded $590 million for the 2009–10 fiscal years, and membership has grown to over 3,300 members throughout the state.

As a result of the continued growth, the Coop is sending rebate checks to eligible members. The rebate is reflective of the Coop collecting more in vendor service fees than it needed to cover its annual expenditures. As a result, the Cooperative Board approved a distribution of $2.55 million to be rebated to 1,114 members, with each entity's rebate based on the amount of vendor service fees generated by its purchases. The enclosed check results from your participation in the Cooperative for the 2009–10 fiscal years.

Our goal is to continue to offer high-quality products at competitive prices from top-performing vendors so that you always find value in the Cooperative and BuyBoard.

Thank you for your participation in the Cooperative, and we look forward to serving you even better in the future.

Sincerely,

Cyd V. Grimes

Ms. Cyd Grimes
Chair
The Local Government Purchasing Cooperative

VOID VOID VOID VOID VOID

The Local Government Purchasing Cooperative
P.O. Box 400
Austin, Texas 78767-0400
(800) 695-2919

JPMorgan Chase Bank, N.A., Dallas, TX
Controlled Disbursement

88-88/1113

00006083
11/29/2010

Vendor No. 108275

TWENTY NINE THOUSAND THREE HUNDRED EIGHTEEN AND 30/100**********

$****29,318.30
VOID IF NOT CASHED IN 90 DAYS

PAY TO THE ORDER OF
HIDALGO COUNTY
100 E CANO 4TH FLR
EDINBURGH TX 78539

VOID IF OVER $29318.30

⑈00006083⑈ ⑆111300880⑆ 734240047⑈

THE FACE OF THIS CHECK IS BROWN ON WHITE PAPER AND AN ARTIFICIAL WATERMARK APPEARS ON BACK OF CHECK.

The Local Government Purchasing Cooperative
P.O. Box 400
Austin, Texas 78767-0400
(800) 695-2919

Net Amount: $****29,318.30
Payee Name: HIDALGO COUNTY

00006083
11/29/2010

Invoice Number	Invoice Date	Description	Gross	Discount	Amount Paid
111910	11/19/2010	2009-10 COOP BUYBOARD	29,318.30		29,318.30
TOTAL			29,318.30		29,318.30

AI-24435 **16.A.5.**

Award Of "Printing Services and Related Services"

CC REGULAR

Date:	12/21/2010
Submitted By:	Elena Gomez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Recommending award of bid and approval of contracts(subject to legal review) to Multiple Bidders -meeting all specifications/requirements as attached hereto for: Hidalgo County-"Printing Services and Related Supplies" RFB No.: 2010-068A-10-27-MEG.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 201X **ACCT. #:** X-XXXX-XXX-XX-XXX-XXX-X-550

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

BUDGETARY IMPACT:

See attached exp report (s) for possible funding sources and availability of funds.
Note: Purchases are on an as needed basis.

Attachments

Link: Participation Sheet

Link: C-10-068A-12-21-Gateway Printing

Link: C-10-068A1-12-21-Gulf Data

Link: 2010 exp report- printing & binding

Link: 2010 exp report- printing & binding

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/17/2010 01:42 PM	APRV
2	Budget & Management	Erika Zamora	12/17/2010 01:44 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	12/17/2010 03:58 PM	APRV
4	Auditor's Office		12/17/2010 04:46 PM	NEW

Form Started By: Elena Gomez Started On: 12/15/2010 10:43 AM

Final Approval Date: 12/17/2010

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: October 27, 2010 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: Hidalgo County "Printing Services & Related Supplies"
BID NO.:2010-068A-10-27-MEG

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. ASAP Printing Shop Requested by: Sean O'Connor	EMAIL	ELENA GOMEZ	10/04/10	310 S. 23rd Street McAllen, Texas 78501 Tel: 630-6116 soconnor@asapprintingsolutions.com
2. Copy It Richard Longoria	EMAIL	ELENA GOMEZ	10/04/10	1001 S.10 th Suite F McAllen, Texas 78501 956-664-0599 Richard.copyit@gmail.com cc- ralpdq@rgv.twcbc.com
3. Gateway Printing Jr. Cordero will be picking up packet Addendum 1 picked up 10/07/10	BLM	ELENA GOMEZ	10/04/10	315 S Closner Edinburg, Texas 78539 956-821-3126
4.Curtis 1000 Attn: Oscar Zapata	EMAIL & IP	ELENA GOMEZ	10/04/10	P.O. Box 4547 McAllen, Texas 78501 Tel: 605-1309 ozapata@curtis1000.com
5.Safeguard Universal Attn: Anzaldua	EMAIL	ELENA GOMEZ	10/04/10	1728 Santa Fe Corpus Christi, TX 78404 Tel: (800) 221-7419 aanzaldua@safeguarduniversal.com
6.Mike Young Business Forms Attn: Mike Young	EMAIL	ELENA GOMEZ	10/04/10	1916 Pelican McAllen, TX 78504 Tel: (956) 631-5769 Ymybf88@aol.com
7. Gulf Data Products Attn: Kevin Kanipe	EMAIL	ELENA GOMEZ	10/04/10	810 E Harrison Harlingen, Texas 78550 Gulfdata2@sbcglobal.net
8.Alamo Printing & Advertising Attn: Basilio Rendon	EMAIL	ELENA GOMEZ	10/04/10	P.O. Box 49 Alamo, Texas 78516 basiliorendon@yahoo.com
9. Copy Plus Attn: Ray Rosales	EMAIL	ELENA GOMEZ	10/04/10	4500 N 10th Ste 240 McAllen, Texas 78504 956-668-7587 rey@copyplusonline.net
10. Affordable Signs Attn: Juan Gomez	EMAIL	ELENA GOMEZ	10/04/10	428 W. Adams Ave. Alton, Texas 78573 956-212-9942 affordable.signs@hotmail.com

11. Speedprint Attn: Steve Shultz	EMAIL	ELENA GOMEZ	10/04/10	706 North McColl Rd. McAllen, TX. 78504 Tel (956)-682-1260 sschultz52@aol.com
~~12. A R C John Mallach Account Executive not participating as per email on 10/14/10~~	~~EMAIL~~	~~ELENA GOMEZ~~	~~10/12/10~~	~~9211 Waterford Centre Blvd., #202 Austin, Texas 78758 512-484-3946 cell 512-452-0691 fax john.mallach@arc-texas.com~~
13. Pacer Printing Attn: Dago Garza	EMAIL	ELENA GOMEZ	10/14/10	300 E Expressway 83 Suite E Pharr, Texas 78577 956-781-6600 956-781-6601 pacerprinting300@hotmail.com
14. Prime Vendor Inc Kate Hanly	EMAIL	ELENA GOMEZ	10/20/10	4622 Cedar Avenue, Suite 123 Wilmington, North Carolina 28403-4429 Phone: 800 746-9554 Fax: 800 746-8307 work17@prime-vendor.com

***VIA:**
IN PERSON (IP)
FACSIMILE (FAX)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
TELEPHONE REQUEST (TR)

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-068A-12-21

THIS CONTRACT is made and entered into this **21st** day of **December, 2010** by and between the **County Of Hidalgo, Texas** ("County"), and **Gateway Printing & Office Supply, Inc. dba Jones & Cook Stationers** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Printing Services And Related Supplies"** the "Services") for **Hidalgo County**; 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 agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term

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

3. This Contract shall be for a period of one year beginning **December 21, 2010** and ending on **December 20, 2011.** Hidalgo County at its sole discretion may elect the option to extend the contract for two (2) one (1) year term under the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

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

6. As consideration for rendering the Service provided for in this Contract, the

County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

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

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

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

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

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

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

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company **Gateway Printing & Office Supply, Inc.**
Dba Jones & Cook Stationers
315 S. Closner
Edinburg, Texas 78539

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

14. 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 without cause with thirty day's written notice.

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

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

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

COUNTY OF HIDALGO

ATTEST: By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY: Gateway Printing & Office Supply, Inc. Dba Jones & Cook Stationers

By:_____

Printed Name:_____

Title:_____

APPROVED BY COMMISSIONES COURT:_____

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

October 4, 2010

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids –**"Printing Services & Related Supplies"**
Bid No: 2010-068A-10-27-MEG

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

REQUEST FOR BID (RFB)
CHECKLIST

HIDALGO COUNTY
"PRINTING SERVICES & RELATED SUPPLIES"
Bid No: 2010-068A-10-27-MEG

1. **Request for Bid Letter, consists of __1__ page.**
2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
3. **Exhibit "A" Specifications consisting of__7__ pages.**
4. **Exhibit "B" Bid Page consisting of__3__ pages.**
5. **Exhibit "C" Insurance Requirements consisting of __4__ pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1__page.**
7. **Vendor/Bidder Application and W-9 form, consisting of__6__ pages.**
8. **Certification Regarding Debarment, consisting of __1__ of page.**
9. **Draft Requirements Agreement, consisting of ____ pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile, U.S. Mail or e-mail.

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

October 04, 2010
Date

Bid No: 2010-068A-10-27-MEG **Buyer: Elena Gomez Tel. No: (956) 318-2626 Ext. 4855**

REQUEST FOR BIDS

HIDALGO COUNTY
"PRINTING SERVICES & RELATED SUPPLIES"

BID OPENING DATE:
OCTOBER 27, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
HIDALGO COUNTY Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY–"PRINTING SERVICES & RELATED SUPPLIES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of HIDALGO COUNTY ("County"). Strong rationale must be presented for any deviation from the specifications. HIDALGO COUNTY reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) ORIGINAL AND THREE (3) COPIES** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **RFB-2010-068A-10-27-MEG HIDALGO COUNTY–"PRINTING SERVICES & RELATED SUPPLIES"** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M., WEDNESDAY, OCTOBER 27, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO RFB-2010-068A-10-27-MEG HIDALGO COUNTY–"PRINTING SERVICES & RELATED SUPPLIES".**

   HIDALGO COUNTY reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to HIDALGO COUNTY..

3. HIDALGO COUNTY reserves the right to: A). separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of HIDALGO COUNTY. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release HIDALGO COUNTY from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by HIDALGO COUNTY. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the HIDALGO COUNTY Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

HIDALGO COUNTY Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)

d) Notation - **HIDALGO COUNTY–"PRINTING SERVICES & RELATED SUPPLIES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, CPA, County Auditor
2809 S. Bus. Hwy 281
Edinburg, Texas 78539
(956) 318-2511

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**OCTOBER 27, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

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

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

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

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

19. ETHICAL STANDARDS:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with HIDALGO COUNTY ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the HIDALGO COUNTY Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with HIDALGO COUNTY for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with HIDALGO COUNTY are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the HIDALGO COUNTY Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-HIDALGO COUNTY Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE

RESPONSIBILITY OF THE PROSPECTIVE BIDDER:

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until: A.) the contract expires, B.) delivery and acceptance of products, and/or performance of services ordered, or C.) terminated by County with thirty (30) day's written notice prior to cancellation.

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

A.) Meet schedules;
B.) Pay any required fees or taxes; or
C.) Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any

judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in HIDALGO COUNTY, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For

HIDALGO COUNTY
"PRINTING SERVICES & RELATED SUPPLIES"
BID NO.:2010-068A-10-27-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
HIDALGO COUNTY Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by HIDALGO COUNTY for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that HIDALGO COUNTY reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY
"PRINTING SERV ICES & RELATED SUPPLIES"

RFB: 2010-068A-10-27-MEG

EXHIBIT "A"
HIDALGO COUNTY
"PRINTING SERVICES & RELATED SUPPLIES"
BID NO.: 2010-068A-10-27-MEG

Hidalgo County is seeking to contract with a qualified vendor(s) to furnish "Printing Services & Related Supplies" in accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. Vendor shall furnish all materials and supplies necessary to execute the specified services. These services will be on an "As Needed Basis".

Specifications:
Listed are minimum requirements and are intended to govern the general printing services, including all material necessary for a finished product, which Hidalgo County uses during the course of routine County business.

Samples/Demos/Proofs: Upon requesting, samples/demos and/or proofs shall be furnished to Hidalgo County at no additional cost, for approval prior to printing.

- **Samples:** Will be provided to Hidalgo County designee, prior to printing for approval by Department.
- **Proofs:** Must be supplied prior to printing at no additional cost to the Hidalgo County. The proof shall then be dated, signed by Hidalgo County and returned to vendor for printing.

Pick-up and Delivery Requirements: Successful bidder shall pick-up orders at Hidalgo County designated Department(s), if requested by Department and shall deliver all completed work to the address listed herein. Inside delivery locations will be stated on each Hidalgo County Purchase Order. Inside delivery shall be included in the bid price.

Pricing: All pricing submitted shall be inclusive of all reproduction costs to produce a complete and ready to use product. Any costs associated with the following: additional set-up fees, change fees, typesetting fees or delivery fees must be included in the bid prices. Hidalgo County will not accept or pay additional costs such as mentioned above.

Paper Stock: Paper stock shall be the same or better stock quality as sample provided.

Packaging: Packaging of forms shall be boxed in quantities standard to the industry. All packages shall be marked with form number and Hidalgo County purchase order number on outside.

Sample Review: This printing includes various items and forms. Bidder shall assume sole responsibility for viewing these samples in order to submit a bid consistent with requirements of the County. Failure to do so may result in rejection of bid. Bidders are strongly encouraged to review the samples prior to submitting a bid. **Bidder wishing to view forms before submitting a bid may do so by requesting an appointment via E-mail to: Elena.gomez@co.hidalgo.tx.us**. Or by coming to the Pre-Bid Conference shown on the last page of this bid, when discrepancy occurs between specifications and sample, the sample shall prevail.

It is not necessary for bidders to submit bids for all sections to be considered for an award. However, bidder is expected to submit pricing for all items within each section that the bidder chooses to respond, in order to be considered for award for that particular section.

Over runs: Hidalgo County shall not pay for over-runs. Vendor is cautioned to provide only the quantity of print copies as stated on the Purchase Order. Any over-runs delivered to the County shall be considered as a donation and no additional fees will be allowed and/or paid.

CD –Samples of most of the printing forms will be provided to all bidders in a CD File for your review and consideration. Specifications: Listed are minimum requirements and are intended to govern the general printing services, including all material necessary for a finished product, which Hidalgo County uses during the course of routine County business.

General Requirements: The following are the minimum requirements and/or specifications that will be acceptable by the County. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

- Materials must be available for pick-up and/or delivery to the various locations in Hidalgo County during normal working hours, Monday through Friday
- All items must be shipped **F.O.B. INSIDE DELIVERY.**
- All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.
- All products furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.
- All costs and expenses associated with the preparation and submission of bids shall be the Responsibility of the bidder and no reimbursement for such charges shall be passed onto Hidalgo County.
- BID PAGE - Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable, for not applicable please type/write in N/A on the form. INCOMPLETE submittals shall be considered a probable cause for disqualification.
- Vendor should match the sample as much as possible

SECTION A

ITEMS in addition to the individual items listed per department: All materials and supplies necessary, but not limited to the following, Please note as per Department's required information. (i.e. address, phone number, fax number, etc.)

PLAIN PAPER: (White or ivory paper minimum of 20lbs)

LETTERHEAD (White or ivory paper minimum of 20% or 25% Cotton Fine/Linen)

- ***Standard size*** -8.5 x 11 Letterhead with County Logo/seal and up to two colors for lettering.
- ***Legal size***-(White or ivory paper minimum of 20% or 25% Cotton Fine/Linen) 8.5 x 14 Letterhead with County Logo/seal and up to two colors for lettering.

ENVELOPES: must give price per box indicated Qty of box (White wove or Ivory paper minimum 24lbs)

- ***Standard size*** w/ without window 4 1/8 x 9 ½ w County Logo/seal and up to two colors for lettering
- ***Legal size***- w/ without window 4 1/8 x 9 ½ w County Logo/seal and up to two colors for lettering

BUSINESS CARDS: must give price per box indicated Qty of box (White or Ivory paper)

- **Business Cards** (1) one sided 2 x 3 ½ with County Logo/seal and up to two colors for lettering
- **Business Cards** (2) two sided 2 x 3 ½ with County Logo/seal and up to two colors for lettering

BANKNOTES:

- ***Watermark***
- ***Security Fibers***
- ***Optically Dead Chemically Sensitive Security Paper***
- ***Paper Treated with laser Toner Retention***

- ***Engraved Intaglio Printing***
- ***Engraved Intaglio Latent Images "V" and "R"***
- ***Engraved "Vital Record" Micro-print***
- ***State/ City Departmental Name of Vital Record***
- ***State/City Departmental Seals***
- ***"Void" Copy Background***
- ***Prismatic Print***
- ***Screened State/City/Departmental Seal***
- ***Erasure Sensitive Inks***
- ***Sequential Control Numbering & Bar-coding***

SECTION B

	Description	Estimated Quantity	Special Instructions
	Purchasing Department		
1	8.5 x 11 Letterhead with Watermark and with Cty Logo in Gold & Dept Info. In Blue (Linen) 20lbs	10,000	samples
2	8.5 x11 Heavyweight printing paper inkjet paper 24lbs / 28lbs		samples
3	Envelopes w/ without window 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. In Blue	10,000	samples
4	Business Cards w Cty Logo in Gold & Dept Info. In Blue 3 ½ x 2	1,000	samples
	County Court @ Law No. 5		
1	Envelope w/ without window 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. In Blue	3,500	samples
2	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blue	500	samples
3	Business Cards w Cty Logo in Gold & Dept Info. In Blue 3 ½ x 2	2500	samples
	93RD District Court		
1	Order of Release 8.5 x 11 -3 Carbon Copy sheets white, yellow and pink, top binding, Cty Logo in the bottom	2,500	samples
2	Order of Commitment, 8.5 x 11 -3 Carbon Copy sheets all in white, top binding, 1st page is front/ back the other two only front Cty Logo in the bottom	2,500	samples
3	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blue with the State of Texas Emblem as a Watermark	2,500	samples
4	Business Cards w Cty Logo in Gold & Dept Info. In Blue 3 ½ x 2	2,500	samples
5	Business Cards w Cty Logo on the Right of the card and State of Texas on the left in Gold & Dept Info. In Blue 3 ½ x 2	2,500	samples
6	Award/Certificate 8x11 ½ Gold border with Blk Letters	2,500	samples
	Elections Department		
	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blk	500 per box	samples
2	Envelopes w/ without window 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. In Blk	500 per box	samples
3	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 ½ x 2**See Sample***	sample	samples
4	Notepads		
	Budget /Public Affairs/ W/Comp/Employee Benefits		
1	Envelopes w/ without window 4 x 9 ½ w Cty Logo & Dept Info. Blue/Gold ink	500	samples
2	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 ½ x 2	2,000	samples
3	2 x 10 desk/door name plates Blk w/ white letters	5	copy
	Justice of the Peace Pct 2 Place 2		
1	Business Cards w Pink Rose & Blk letters 3 ½ x 2	2,000	sample
2	4x 9 ½ Jacket with Blk letters*The State Of Texas		sample

EXHIBIT "A"
HIDALGO COUNTY
"PRINTING SERVICES & RELATED SUPPLIES"
BID NO.: 2010-068A-10-27-MEG

	449TH Judicial District of Texas		
1	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 ½ x 2 (White linen, raised printed)	3000	sample
2	8.5 x 11 White Letterhead w Cty Logo in Gold & Dept Info. In Blk. 25% Cotton, raised printed.	1000	sample
3	Envelopes w/ without window (White) 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. In Blk	500	sample
	R.O.W		
1	Business Cards w Cty Logo & Dept Info. In Blk 3 ½ x 2	5000	sample
2	8.5 x 11 White Letterhead w Cty Logo in Gold & Dept Info. In Blue. Linen, raise printed.	3000	sample
	PCT 4		
1	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 ½ x 2 (White linen, raised blk printed) for about 10 employees	2,000	samples
2	8.5 x 11 White Letterhead w Cty Logo in Gold & Dept Info. In Blk. 25% Cotton, raised printed. Texture Bond 25 % cotton	2,000	samples
3	Envelopes w/ without window (White) 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. In Blk (flat)	2,000	sample
4	Polypropylene Stickers with face adhesive 3" x 3"	10,000 (A) 10, 000 (B)	samples
5	Service Work order Books 9" x 5.5" (2part of 50 pages) in sequence	5,000	sample
6	Work Order Books 9" x 5.5 (2part of 50 pages) in sequence	5,000	sample

	Health & Human Services		
1	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blue	5,000	sample
2	Envelope w/ without window 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. In Blue	5,000	sample
3	Postmaster label for mail outs w Cty Logo in Blk & Dept. info. In Blk 4"x3"	5,000	sample
4	The HCCS-HCIHCP cards (perforated) all in blk	5,000	sample
5	9x 5 Index card Form L-37	5,000	sample
6	Chest Clinic Appointment Card 2"x4" letters in blk	5,000	sample
7	3 ½ x 6 Blue Blk letters Registro de Tratemiento Preventive (English & Spanish)	5,000	sample
	HEALTH FLYERS: (English & Spanish flyers)		
8	**Attention...Parents flyer** 8 ½ x 11 Glossily in color with border	5,000	sample
9	**HPV Vaccine** flyer 8 ½ x 11 glossily in color (English & Spanish)	5,000	sample
10	Information for Healthcare providers from CDC (VFC) 8 ½ x 11 glossily in color	5,000	sample
11	Information for parents from CDC (VFC) 8 ½ x 11 glossily in color	5,000	sample
12	National Infant Immunization Campaign flyer 8 ½ x 11 glossily in color	5,000	sample
13	Vaccine Freezer Setup flyer 8 ½ x 11 glossily in color (English & Spanish) IMM-966	5,000	sample
14	Vaccine Freezer Setup flyer 8 ½ x 11 glossily in color (English & Spanish) IMM-962	5,000	sample
15	Acceptable Temperatures for Vaccines 8 ½ x 11 glossily in color	5,000	sample
16	Vaccine Coordinator 8 ½ x 11 glossily in color	5,000	sample
17	Monthly Care of Vaccine Storage Units 8 ½ x 11 glossily in color	5,000	sample
18	Keep your Germs to yourself 8 ½ x 11 glossily in color	5,000	sample
19	Alto A la Gripe Texasflu.org. 8 ½ x 11 glossily in color	5,000	sample
20	FAQ from parents about Vaccines for Infants 8 ½ x 11 copy paper color	5,000	sample
21	8 ½ x 11 letter copy paper color 20 lb (several flyers all same format)	5,000	samples

HEALTH FORMS: Pad 50 sets

22	Referral Form 3 part (white, yellow and pink) 8 ½ x 11 letter in blk	5,000	sample
23	On-site Wastewater Systems Checklist 2 part (white & yellow) 8 ½ x 11 letter in blk	5,000	sample
24	How to obtain a Cty Permit for an on-site sewerage Facility 2 part (white & yellow) 8 ½ x 11 letter in blk	5,000	sample
25	Foster Home Inspection Report 3 part (white, yellow and pink) 8 ½ x 11 letter in blk	5,000	sample
26	Sanitary Inspection Form 3 part (white, yellow and pink) 8 ½ x 11 letter in blk	5,000	sample
27	Investigation Report Occupational Health Regulation #2-B 4 part (white, yellow, pink & orange) 8 ½ x 11 letter in blk	5,000	sample
28	License to Operate OSSF form 8 ½ x 11 letter in blk	5,000	sample
29	Temporary Food Establishment Permit Request 8 ½ x 11 letter in blk	5,000	sample
30	Environmental & Consumer Health Protection Complaint Form 8 ½ x 11 letter in blk	5,000	sample
31	CMS 1500 NCR 2 part for computer (front and back)	5,000	samples

HEALTH BOOKS:

32	On site sewage Facility Inspection fees wrapped around cover 8 3/8 x 5 " 3 parts 50 sets to a book in sequence perforated	5,000	sample
33	Health Permit Inspection Fees wrapped around cover 8 3/8 x 5 " 3 parts 50 sets to a book in sequence perforated	5,000	sample

TERMS & CONDITIONS:

1. Term of contract is for one (1) year period with County's option to renew contract for additional two (2) one (1) year term under the same rates and conditions.
2. County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
3. Hidalgo County has the authority to utilize State Contracts and under cooperative purchasing participation when ever it is in the County's best interest to do so.
4. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.
5. Any contract awarded to a successful bidder will be in effect until;
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or
   c) Terminated by County with thirty (30) days written notice prior to be cancellation.
6. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County Determines it is in its best interest to do so.
7. Insurance requirements for this project to be maintained through out the contract term (Refer to limits on the Exhibit "C" for limits).
8. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.
9. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
10. After bid is awarded and low bidder s default s in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

Market Volatility and Unit Price Adjustments:
Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers,

records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

PRE-BID CONFERENCE

A pre-bid conference will be held on **TUESDAY October 19, 2010 at 9:30 a.m.** in Hidalgo County Purchasing Department Conference Room located at 2802 South Business Hwy. 281, Edinburg, Texas. The purpose of the pre-bid conference is to answer any questions associated to the Specifications and/or Requirements or/and view the sample if necessary. It is the responsibility of the bidder to acquire all applicable data needed to submit a bonafide response. **ALL BIDDERS ARE ENCOURGED TO ATTEND THIS CONFERENCE.**

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO Elena.gomez@co.hidalgo.tx.us by no later than Wednesday October 13, 2010 @ 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later than Friday October 15, 2010 @ 5:00 P.M.

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY
"PRINTING SERV ICES & RELATED SUPPLIES"

RFB: 2010-068A-10-27-MEG

EXHIBIT "B"
HIDALGO COUNTY
"PRINTING SERVICES & RELATED SUPPLIES"
RFB NO,; 2010-068A-10-27-MEG

SECTION A

LETTERHEAD

NO.	Description	PRICES 1 color	2 colors
1	***Standard size*** -8.5 x 11 Letterhead with County Logo/seal and up to two colors for lettering.		
2	***Legal size***- 8.5 x 14 Letterhead with County Logo/seal and up to two colors for lettering.		

BUISNESS CARDS:

NO.		1 color	2 colors
1	**Business Cards** (1) one sided 2 x 3 ½ with County Logo/seal and up to two colors for lettering		
2	**Business Cards** (2) two sided 2 x 3 ½ with County Logo/seal and up to two colors for lettering		

ENVELOPES:

NO.		1 color	2 colors
1	**Envelopes** with windows 4 1/8 x 9 ½ w County Logo/seal and up to two colors for lettering		
2	**Envelopes** without window 4 1/8 x 9 ½ w County Logo/seal and up to two colors for lettering		

SECTION B

	Description	Estimated Quantity	unit PRICES	TOTAL
	Purchasing Department			
1	8.5 x 11 Letterhead with Watermark and with Cty Logo in Gold & Dept Info. In Blue (Linen) 20lbs	10,000		
2	8.5 x11 Heavyweight printing paper inkjet paper 24lbs / 28lbs	10,000		
3	Envelopes w/ without window 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. In Blue	10,000		
4	Business Cards w Cty Logo in Gold & Dept Info. In Blue 3 ½ x 2	1,000		
	County Court @ Law No. 5	Estimated Quantity	unit PRICES	TOTAL
1	Envelope w/ without window 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. In Blue	3,500		
2	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blue	500		
3	Business Cards w Cty Logo in Gold & Dept Info. In Blue 3 ½ x 2	2500		
	93RD District Court	Estimated Quantity	unit PRICES	TOTAL
1	Order of Release 8.5 x 11 -3 Carbon Copy sheets white, yellow and pink, top binding, Cty Logo in the bottom	2,500		
2	Order of Commitment, 8.5 x 11 -3 Carbon Copy sheets all in white, top binding, 1st page is front/ back the other two only front Cty Logo in the bottom	2,500		
3	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blue with the State of Texas Emblem as a Watermark	2,500		
4	Business Cards w Cty Logo in Gold & Dept Info. In Blue 3 ½ x 2	2,500		
5	Business Cards w Cty Logo on the Right of the card and State of Texas on the left in Gold & Dept Info. In Blue 3 ½ x 2	2,500		
6	Award/Certificate 8x11 ½ Gold border with Blk Letters	2,500		
	Elections Department	Estimated Quantity	unit PRICES	TOTAL
	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blk	500 per box		
2	Envelopes w/ without window 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. In Blk	500 per box		
3	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 ½ x 2**See Sample***	sample		
4	Notepads			
	Budget /Public Affairs/ W/Comp/Employee Benefits	Estimated Quantity	unit PRICES	TOTAL
1	Envelopes w/ without window 4 x 9 ½ w Cty Logo & Dept Info. Blue/Gold ink	500		
2	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 ½ x 2	2,000		
3	2 x 10 desk/door name plates Blk w/ white letters	5		

EXHIBIT "B"
HIDALGO COUNTY
"PRINTING SERVICES & RELATED SUPPLIES"
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	Justice of the Peace Pct 2 Place 2	Estimated Quantity	unit PRICES	TOTAL
1	Business Cards w Pink Rose & Blk letters 3 ½ x 2	2,000		
2	4x 9 ½ Jacket with Blk letters*The State Of Texas			
	449TH Judicial District of Texas	**Estimated Quantity**	**unit PRICES**	**TOTAL**
1	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 ½ x 2 (White linen, raised printed)	3000		
2	8.5 x 11 White Letterhead w Cty Logo in Gold & Dept Info. In Blk. 25% Cotton, raised printed.	1000		
3	Envelopes w/ without window (White) 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. In Blk	500		
	R.O.W	**Estimated Quantity**	**unit PRICES**	**TOTAL**
1	Business Cards w Cty Logo & Dept Info. In Blk 3 ½ x 2	5000		
2	8.5 x 11 White Letterhead w Cty Logo in Gold & Dept Info. In Blue. Linen, raise printed.	3000		
	PCT 4	**Estimated Quantity**	**unit PRICES**	**TOTAL**
1	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 ½ x 2 (Wht linen, raised blk printed) for about 10 employees	2,000		
2	8.5 x 11 White Letterhead w Cty Logo in Gold & Dept Info. In Blk. 25% Cotton, raised printed. Texture Bond 25 % cotton	2,000		
3	Envelopes w/ without window –Wht 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. In Blk (flat)	2,000		
4	Polypropylene Stickers with face adhesive 3" x 3"	10,000 (A) 10, 000 (B)		
5	Service Work order Books 9" x 5.5" (2part of 50 pages) in sequence	5,000		
6	Work Order Books 9" x 5.5 (2part of 50 pages) in sequence	5,000		
	Health & Human Services	**Estimated Quantity**	**unit PRICES**	**TOTAL**
1	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blue	5,000		
2	Envelope w/ without window 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. Blue	5,000		
3	Postmaster label for mail outs w Cty Logo in Blk & Dept. info. In Blk 4"x3"	5,000		
4	The HCCS-HCIHCP cards (perforated) all in blk	5,000		
5	9x 5 Index card Form L-37	5,000		
6	Chest Clinic Appointment Card 2"x4" letters in blk	5,000		
7	3 ½ x 6 Blue Blk letters Registro de Tratemiento Preventive	5,000		
8	Attention...Parents flyer 8 ½ x 11 Glossily in color with border	5,000		
9	HPV Vaccine flyer 8 ½ x 11 glossily in color	5,000		
10	Information for Healthcare providers from CDC (VFC) 8 ½ x 11 glossily in color	5,000		
11	Information for parents from CDC (VFC) 8 ½ x 11 glossily in color	5,000		
12	National Infant Immunization Campaign flyer 8 ½ x 11 glossily in color	5,000		
13	Vaccine Freezer Setup flyer 8 ½ x 11 glossily in color IMM-966	5,000		
14	Vaccine Freezer Setup flyer 8 ½ x 11 glossily in color IMM-962	5,000		
15	Acceptable Temperatures for Vaccines 8 ½ x 11 glossily in color	5,000		
16	Vaccine Coordinator 8 ½ x 11 glossily in color	5,000		
17	Monthly Care of Vaccine Storage Units 8 ½ x 11 glossily in color	5,000		
18	Keep your Germs to yourself 8 ½ x 11 glossily in color	5,000		
19	Alto A la Gripe Texasflu.org. 8 ½ x 11 glossily in color	5,000		
20	FAQ from parents about Vaccines for Infants 8 ½ x 11 copy paper color	5,000		
21	8 ½ x 11 letter copy paper color 20 lb (several flyers all same format)	5,000		
22	Referral Form 3 part (wht, yellow and pink) 8 ½ x 11 letter in blk Pad of 50	5,000		

EXHIBIT "B"
HIDALGO COUNTY
"PRINTING SERVICES & RELATED SUPPLIES"
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	sets			
23	On-site Wastewater Systems Checklist 2 part (wht, yellow) 8 ½ x 11 letter in blk	5,000		
24	How to obtain a Cty Permit for an on-site sewerage Facility 2 part (wht, yellow) 8 ½ x 11 letter in blk	5,000		
25	Foster Home Inspection Report 3 part (wht, yellow & pink) 8 ½ x 11 letter in blk	5,000		
26	Sanitary Inspection Form 3 part (wht, yellow & pink) 8 ½ x 11 letter in blk	5,000		
27	Investigation Report Occupational Health Regulation #2-B 4 part (wht, yellow, pink & orange) 8 ½ x 11 letter in blk	5,000		
28	License to Operate OSSF form 8 ½ x 11 letter in blk	5,000		
29	Temporary Food Establishment Permit Request 8 ½ x 11 letter in blk	5,000		
30	Environmental & Consumer Health Protection Complaint Form 8 ½ x 11 letter in blk	5,000		
31	CMS 1500 NCR 2 part for computer	5,000		
32	On site sewage Facility Inspection fees wrapped around cover 8 3/8 x 5 " 3 parts 50 sets to a book in sequence perforated	5,000		
33	Health Permit Inspection Fees wrapped around cover 8 3/8 x 5 " 3 parts 50 sets to a book in sequence perforated	5,000		

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NO/FAX NO: _____

CELL PHONE NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

HIDALGO COUNTY
"PRINTING SERV ICES & RELATED SUPPLIES"

RFB: 2010-068A-10-27-MEG

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

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

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

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

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

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

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

Revised 10/01/08

ACORD CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

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

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

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

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

SAMPLE

Insurance Requirement Acknowledgment

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

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

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

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

Automobile Liability: $_____ General Liability: $_____

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

_____ _____.
Authorized Representative Date

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

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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

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

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

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CIQ FORM

HIDALGO COUNTY
"PRINTING SERV ICES & RELATED SUPPLIES"

RFB: 2010-068A-10-27-MEG

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

VENDOR'S APPLICATION
&
W-9 FORM

HIDALGO COUNTY
"PRINTING SERV ICES & RELATED SUPPLIES"

RFB: 2010-068A-10-27-MEG

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address: Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: Disadvantaged Business (At Least 51% Ownership) ❒ Less than 125,000 annual gross receipt ❒ Black American ❒ Native American ❒ Less than 250,000 annual gross receipt ❒ Hispanic American ❒ Women ❒ Less than 499,000 annual gross receipt ❒ Asian Pacific American ❒ Other ❒ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: ❒ Yes ❒ No Indicate Certification No.(s):_____ or are Certificate(s) attached?: ❒ Yes ❒ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with specifications for procurements of such products?: ❒ Yes ❒ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source? ☐Yes ☐ No

If yes, by whom? ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources? _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

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

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
			–			–		

or

Employer identification number
		–						

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

Purpose of Form

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

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

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

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

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

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

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

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

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

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

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

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

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

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

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

2. The treaty article addressing the income.

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

Exempt From Backup Withholding

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

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

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

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

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

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

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

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

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

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

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

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

10. A real estate investment trust,

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

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

13. A financial institution,

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

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

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

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

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

Privacy Act Notice

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

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

CERTIFICATION REGARDING DEBARMENT

HIDALGO COUNTY
"PRINTING SERV ICES & RELATED SUPPLIES"

RFB: 2010-068A-10-27-MEG

Certification
Regarding Debarment, Suspension and Ineligibility

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

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

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

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

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

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

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

DRAFT AGREEMENT

HIDALGO COUNTY
"PRINTING SERV ICES & RELATED SUPPLIES"

RFB: 2010-068A-10-27-MEG

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-

THIS CONTRACT is made and entered into this _____ day of _____, **2010** by and between the **County Of Hidalgo, Texas** ("County"), and _____ a _____, ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Printing Services And Related Supplies"** the "Services") for **Hidalgo County**; 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 agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term

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

3. This Contract shall be for a period of one year beginning _____, **2010** and ending on_____, **2011.** Hidalgo County at its sole discretion may elect the option to extend the contract for two (2) one (1) year term under the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

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

6. As consideration for rendering the Service provided for in this Contract, the

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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:

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If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company _____
_____
_____

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

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

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

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

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

COUNTY OF HIDALGO

ATTEST:

By:_____
Rene A. Ramirez, County Judge

_____
Arturo Guajardo Jr., County Clerk

DRAFT

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

APPROVED BY COMMISSIONES COURT:_____

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

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EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

DRAFT

EXHIBIT "B"
VENDOR'S BID

DRAFT

EXHIBIT "C"
INSURANCE REQUIREMENTS

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EXHIBIT "B"
VENDOR'S BID

TABULATION SHEET
HIDALGO COUNTY
"PRINTING SERVICES & RELATED SUPPLIES"
RFB NO.: 2010-068A-10-27-MEG

GATEWAY

PURCHASING DEPARTMENT				
SECTION "B"		QTY	GATEWAY	
			Unit Price	Qty
1	Envelopes with window	10,000	.06497	649.70
2	Envelope without window	10,000	.09844	984.40

Budget /Public Affairs/ W/Comp/Employee Benefits				
SECTION "B"		QTY	GATEWAY	
			Unit Price	Qty
1	Envelopes without window	500	.3480	174.00
		1000	.19785	197.85
2	Business Cards w Cty Logo	500	.0920	46.00
		1000	.05125	51.25
3	2 ¼ x 10 Slide-in desk plate	5	5.14	25.70
4	2 ¼ x 10 standard slide-in wall sign door	5	4.54	22.70

HEALTH AND HUMAN SERVICES				
SECTION "B"		QTY	GATEWAY	
			Unit Price	Qty
1	Postmaster label for mail outs	500	.14	70.00
		1000	.09	90.00
2	HCCS-HCIHCP cards	500	.4346	217.30
		1000	.26565	265.65
3	Chest Clinic Appointment Card	500	---	---
		1000	.08825	88.25

EXHIBIT B

HIDALGO COUNTY**ADDENDUM 2
"PRINTING SERVICES & RELATED SUPPLIES"
RFB NO,; 2010-068A-10-27-MEG

OPENED 9:43am 10-27-10 witnessed

SECTION A

STANDARD LETTERHEAD

NO.	Description	QTY	PRICES 1 color	2 colors
1	*Standard size* -8.5 x 11 Letterhead with County Logo/seal and up to two colors for lettering. 24 LB white linen	500	101.00	138.50
		1000	145.00	186.00
2	*Legal size*- 8.5 x 14 Letterhead with County Logo/seal and up to two colors for lettering. 24 LB white linen	500	NA	NA
		1000	NA	NA

STANDARD BUISNESS CARDS:

NO.		QTY	1 color	2 colors
1	**Business Cards** (1) one sided 2 x 3 ½ with County Logo/seal and up to two colors for lettering 24 LB white linen	500	45.50	53.75
		1000	52.50	62.25
2	**Business Cards** (2) two sided 2 x 3 ½ with County Logo/seal and up to two colors for lettering 24 LB white linen	500	95.50	103.75
		1000	102.50	112.25

STANDARD ENVELOPES:

NO.		QTY	1 color	2 colors
1	**Envelopes** with windows 4 1/8 x 9 ½ w County Logo/seal and up to two colors for lettering ~~25% cotton~~ 24lb Bond Env	500	114.30	199.45
		1000	136.45	225.10
2	**Envelopes** without window 4 1/8 x 9 ½ w County Logo/seal and up to two colors for lettering 25% cotton	500	170.25	174.00
		1000	206.75	197.85

SECTION B

	Purchasing Department	QTY	UNIT PRICE
1	8.5 x 11 Letterhead with Watermark and with Cty Logo in Gold & Dept Info. In Blue (Linen) 20lbs	10,000	NA
2	Envelopes with and without window 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. In Blue 25% cotton Wind. Env 24 Lb	WW 10,000 649.70	WOW 984.40
3	Business Cards w Cty Logo in Gold & Dept Info. In Blue 3 ½ x 2 25% cotton raised	1,000	51.25
	County Court @ Law No. 5	QTY	UNIT PRICE
1	Envelope without window 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. In Blue 25 % cotton	500	161.25
		1000	234.25
2	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blue 25% cotton raised	500	138.50
		1000	185.00
3	Business Cards w Cty Logo in Gold & Dept Info. In Blue 3 ½ x 2 (reg)	500	55.50
		1000	63.75
	93RD District Court	QTY	UNIT PRICE
1	Order of Release 8.5 x 11 -3 Carbon Copy sheets white, yellow and pink, top binding, Cty Logo in the bottom	500	269.85
		1000	373.20
2	Order of Commitment, 8.5 x 11 -3 Carbon Copy sheets all in white, top binding, 1st page is front/ back the other two only front Cty Logo in the bottom	500	322.45
		1000	431.20
3	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blue with the State of Texas Emblem as a Watermark 25 % cotton (flat)	500	255.60
		1000	289.45
4	Business Cards w Cty Logo on the Right of the card and State of Texas on the left in Gold & Dept Info. In Blue 3 ½ x 2 raised	500	63.00
		1000	68.25
5	Award/Certificate 8x11 ½ Gold border with Blk Letters	500	238.60
		1000	410.30
6	Envelope without window 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. In Blue 25 % cotton	500	302.50
		1000	378.90
	Elections Department	QTY	UNIT PRICE
1	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blk foil 25% cotton	500	207.50
		1000	296.25
2	Envelopes without window 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. In Blk	500	241.00
		1000	356.00
3	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 ½ x 2 foil 25% cotton	500	138.75
		1000	167.50

HIDALGO COUNTY**ADDENDUM 2
"PRINTING SERVICES & RELATED SUPPLIES"
RFB NO,; 2010-068A-10-27-MEG

OPENED 9:45am 10-27-10 witnessed

	Budget /Public Affairs/ W/Comp/Employee Benefits	QTY	UNIT PRICE
1	Envelopes without window 4 x 9 ½ w Cty Logo & Dept Info. Blue/Gold ink flat white	500	174.00
		1000	197.85
2	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 ½ x 2	500	46.00
		1000	51.25
3	2 ¼ x 10 Slide-in desk plate in silver with name plate in black slide in 2" letters in white	5	25.70
4	2 ¼ x 10 standard slide-in wall sign door in silver name plate in Black w/ white letters	5	22.70
	Justice of the Peace Pct 2 Place 2	**QTY**	**UNIT PRICE**
1	Business Cards w Pink Rose & Blk letters 3 ½ x 2 raised	500	96.00
		1000	101.25
2	4x 9 ½ Jacket with Blk letters*The State Of Texas Special ORDER - MINIMUM 5,000 - 395.15 ←	500	
		1000	
	449TH Judicial District of Texas	**QTY**	**UNIT PRICE**
1	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 ½ x 2 (White linen, raised printed) 24 lbs	500	54.95
		1000	62.95
2	8.5 x 11 White Letterhead w Cty Logo in Gold & Dept Info. In Blk. 25% Cotton, raised printed.	500	138.50
		1000	186.00
3	Envelopes without window (White) 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. In Blk 25 % cotton	500	157.25
		1000	228.50
	R.O.W	**QTY**	**UNIT PRICE**
1	Business Cards w Cty Logo & Dept Info. In Blk 3 ½ x 2 100lb cover full color	500	56.25
		1000	82.50
2	8.5 x 11 White Letterhead w Cty Logo in Gold & Dept Info. In Blue. Linen, flat	500	225.35
		1000	267.60
	PCT 4	**QTY**	**UNIT PRICE**
1	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 ½ x 2 (Wht linen, raised blk printed)	2,000	249.00
2	8.5 x 11 White Letterhead w Cty Logo in Gold & Dept Info. In Blk. 25% Cotton, raised printed. 25 % cotton	2,000	286.00
3	Envelopes without window –Wht 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. In Blk (flat)	2,000	261.25
4	Polypropylene Stickers with face adhesive 3" x 3" sequence number A + B 10,000 ea $1,525.00 ←	10,000 (A)	→
		10,000 (B)	
5	Service Work order Books 9" x 5.5" (2part of 50 pages) in sequence wrap around	5,000	NA
6	Work Order Books 9" x 5.5 (2part of 50 pages) in sequence wrap around	5,000	NA
	Health & Human Services	**QTY**	**UNIT PRICE**
1	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blue raised	500	138.50
		1000	186.00
2	Envelope w/ without window 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. Blue	500 WO	191.40 WW 199.4
		1000 WO	215.25 WW 225..
3	Postmaster label for mail outs w Cty Logo in Blk & Dept. info. In Blk 4"x3"	500	70.00
		1000	90.00
4	The HCCS-HCIHCP cards (perforated) all in blk die cut 2 1/8 x 3 3/8 24 lbs	500	217.30
		1000	265.65
5	9x 5 Index card Form L-37 110 index blk 2 sides	500	145.00
		1000	170.90
6	Chest Clinic Appointment Card 2"x4" letters in blk blue paper 110 index 2 sides	500	82.65
		1000	88.25
7	3 ½ x 6 Blue Blk letters Registro de Tratemiento Preventive	500	143.85
		1000	163.10
8	Attention...Parents flyer 8 ½ x 11 Glossily in color with border 100 lbs	500	323.55
		1000	356.45

HIDALGO COUNTY**ADDENDUM 2
"PRINTING SERVICES & RELATED SUPPLIES"
RFB NO,; 2010-068A-10-27-MEG

OPENED 9:43am 10-27-10 witnessed

9	HPV Vaccine flyer 8 ½ x 11 glossily in color 100 lbs	500	323.55
		1000	356.55
10	Information for Healthcare providers from CDC (VFC) 8 ½ x 11 glossily in color 100 lbs	500	313.05
		1000	346.00
11	Information for parents from CDC (VFC) 8 ½ x 11 glossily in color 100 lbs	500	313.05
		1000	346.00
12	National Infant Immunization Campaign flyer 8 ½ x 11 glossily in color 100 lbs	500	313.05
		1000	346.00
13	Vaccine Freezer Setup flyer 8 ½ x 11 glossily in color IMM-966 100 lb cover	500	324.25
		1000	364.05
14	Vaccine Freezer Setup flyer 8 ½ x 11 glossily in color IMM-962 100 lb cover	500	324.05
		1000	364.05
15	Acceptable Temperatures for Vaccines 8 ½ x 11 glossily in color 100 lb cover	500	324.05
		1000	364.05
16	Vaccine Coordinator 8 ½ x 11 glossily in color 100 lb cover	500	324.05
		1000	364.05
17	Monthly Care of Vaccine Storage Units 8 ½ x 11 glossily in color 100 lb cover	500	324.05
		1000	364.05
18	Keep your Germs to yourself 8 ½ x 11 glossily in color	500	314.95
		1000	342.90
19	Alto A la Gripe Texasflu.org. 8 ½ x 11 glossily in color 80 lb gloss	500	314.95
		1000	342.90
20	FAQ from parents about Vaccines for Infants 8 ½ x 11 copy paper color 20 lb	500	300.85
		1000	318.55
21a	8 ½ x 11 letter copy paper color 20 lb full color (No Habra influenza en mi Casa)	500	300.85
		1000	318.55
21b	8 ½ x 11 letter copy paper color 20 lb full color (La influenza: una guia para los padres)	500	300.85
		1000	318.55
21c	8 ½ x 11 letter copy paper color 20 lb full color (Tos Feina- Pertussis)	500	300.85
		1000	318.55
21d	8 ½ x 11 letter copy paper color 20 lb full color (Pertussis-Whooping Cough)	500	300.85
		1000	318.55
21e	8 ½ x 11 letter copy paper color 20 lb full color (Texas Dept of State E59-11364)	500	300.85
		1000	318.55
21f	8 ½ x 11 letter copy paper color 20 lb 2 sided full color (Flu & You folded in three	500	382.40
		1000	402.65
22	Referral Form 3 part NCR (wht, yellow & pink) 8 ½ x 11 letter in blk Pad of 50 sets	500	137.35
		1000	195.35
23	On-site Wastewater Systems Checklist 2 part NCR (wht , canary 8 ½ x 11 letter in blk	500	137.35
		1000	195.35
24	How to obtain a Cty Permit for an on-site sewerage Facility (wht , canary) 8 ½ x 11 letter in blk NCR 2 part	500	137.35
		1000	195.35
25	Foster Home Inspection Report 3 part NCR (wht, yellow & pink) 8 ½ x 11 letter in blk	500	168.50
		1000	237.05
26	Sanitary Inspection Form 3 part NCR (wht, yellow & pink) 8 ½ x 11 letter in blk	500	168.50
		1000	237.05
27	Investigation Report Occupational Health Regulation #2-B 4 part NCR (wht, yellow, pink & orange) 8 ½ x 11 letter in blk	500	201.60
		1000	323.65

OPENED 10:00 10-27-10 Witnessed

28	License to Operate OSSF form 8 ½ x 11 letter in blk	500	92.85
		1000	106.70
29	Temporary Food Establishment Permit Request 8 ½ x 11 letter in blk	500	92.85
		1000	106.70
30	Environmental & Consumer Health Protection Complaint Form 8 ½ x 11 letter in blk	500	92.85
		1000	106.70
31	CMS 1500 NCR 2 part for computer Stock ITEM Form 1500 per ctn - 175.23 ←	500	
		1000	
32	On site sewage Facility Inspection fees wrapped around cover 3 parts 50 sets to a book in sequence perforated 8 ½ x 5 ½	500	3,606.70
		1000	7,116.40
33	Health Permit Inspection Fees wrapped around cover 3 parts 50 sets to a book in sequence perforated 8 ½ x 5 ½	500	3,606.70
		1000	7,116.40

BIDDER/COMPANY NAME: GATEWAY Printing & Office Supply Inc., Jones-Cook

ADDRESS: 315 So CLOSNER

CITY/STATE/ZIP: Edinburg, Tx 78539

PHONE NO/FAX NO: 956-383-3861 956-383-4674

CELL PHONE NO: 956-821-3126

E-MAIL ADDRESS:

AUTHORIZED SIGNATURE: Junior Cordero

TITLE: Account MANAGER

EXHIBIT "C"
INSURANCE REQUIREMENTS

NOTE:
SUBJECT TO VENDOR SUBMITTING UPDATED INSURANCE WITH CORRECT INFORMATION.

ACORD® CERTIFICATE OF LIABILITY INSURANCE

OP ID NO GATEW-1

DATE (MM/DD/YYYY) 12/09/09

PRODUCER
Shepard Walton King Ins. Group
801 N. Main
P. O. Box 1630
McAllen TX 78505-1630
Phone: 956-682-2841 Fax: 956-630-4015

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
Gateway Printing & Office Supply, Inc. dba Jones & Cook Stationers and Jones Office Equipment
Mr. Lin Miller
315 S. Closner
Edinburg TX 78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Union Standard Insurance Co.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	CPA425256713	11/30/09	11/30/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 100000 $ 5000 $ 1000000 $ 2000000 $ 2000000
A		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	CPA425256713	11/30/09	11/30/10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS / UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $ 0	CUA425257013	11/30/09	11/30/10	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $ $ $
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under SPECIAL PROVISIONS below	WCA425257213	11/30/09	11/30/10	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
		OTHER					

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

CERTIFICATE HOLDER

GATEWAY

Gateway Printing & Office Supply, Inc. dba Jones & Cook Stationers
315 S. Closner
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 _____ 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
SHEPARD WALTON KING INS. GROUP

ACORD 25 (2009/01)

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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-068A1-12-21

THIS CONTRACT is made and entered into this **21st** day of **December, 2010** by and between the **County Of Hidalgo, Texas** ("County"), and **E.A. Stone Inc. dba Gulf Data Products** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Printing Services And Related Supplies"** the "Services") for **Hidalgo County**; 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 agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term

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

3. This Contract shall be for a period of one year beginning **December 21, 2010** and ending on **December 20, 2011.** Hidalgo County at its sole discretion may elect the option to extend the contract for two (2) one (1) year term under the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

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

6. As consideration for rendering the Service provided for in this Contract, the

County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

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

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

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

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

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

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

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company **E.A. Stone, Inc.**
Dba Gulf Data Products
810 E. Harrison
Harlingen, Texas 78550

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 without cause with thirty day's written notice.

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

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

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

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY: E.A. Stone, Inc.
Dba Gulf Data Products

By:_____

Printed Name:_____

Title:_____

APPROVED BY COMMISSIONES COURT:_____

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

October 4, 2010

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids –**"Printing Services & Related Supplies"**
Bid No: 2010-068A-10-27-MEG

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

REQUEST FOR BID (RFB)
CHECKLIST

HIDALGO COUNTY
"PRINTING SERVICES & RELATED SUPPLIES"
Bid No: 2010-068A-10-27-MEG

1. **Request for Bid Letter, consists of __1__ page.**
2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
3. **Exhibit "A" Specifications consisting of__7__ pages.**
4. **Exhibit "B" Bid Page consisting of__3__ pages.**
5. **Exhibit "C" Insurance Requirements consisting of __4__ pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1__page.**
7. **Vendor/Bidder Application and W-9 form, consisting of__6__ pages.**
8. **Certification Regarding Debarment, consisting of __1__ of page.**
9. **Draft Requirements Agreement, consisting of ____ pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile, U.S. Mail or e-mail.

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

October 04, 2010
Date

Bid No: 2010-068A-10-27-MEG **Buyer: Elena Gomez Tel. No: (956) 318-2626 Ext. 4855**

REQUEST FOR BIDS

HIDALGO COUNTY
"PRINTING SERVICES & RELATED SUPPLIES"

BID OPENING DATE:
OCTOBER 27, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
HIDALGO COUNTY Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY–"PRINTING SERVICES & RELATED SUPPLIES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of HIDALGO COUNTY ("County"). Strong rationale must be presented for any deviation from the specifications. HIDALGO COUNTY reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) ORIGINAL AND THREE (3) COPIES** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **RFB-2010-068A-10-27-MEG HIDALGO COUNTY–"PRINTING SERVICES & RELATED SUPPLIES"** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M. WEDNESDAY, OCTOBER 27, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO RFB-2010-068A-10-27-MEG HIDALGO COUNTY–"PRINTING SERVICES & RELATED SUPPLIES" .**

   HIDALGO COUNTY reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to HIDALGO COUNTY..

3. HIDALGO COUNTY reserves the right to: A). separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of HIDALGO COUNTY. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release HIDALGO COUNTY from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by HIDALGO COUNTY. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the HIDALGO COUNTY Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

HIDALGO COUNTY Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)

d) Notation - **HIDALGO COUNTY–"PRINTING SERVICES & RELATED SUPPLIES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, CPA, County Auditor
2809 S. Bus. Hwy 281
Edinburg, Texas 78539
(956) 318-2511

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**OCTOBER 27, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

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

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

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

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

19. ETHICAL STANDARDS:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with HIDALGO COUNTY ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the HIDALGO COUNTY Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with HIDALGO COUNTY for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with HIDALGO COUNTY are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the HIDALGO COUNTY Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-HIDALGO COUNTY Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE

RESPONSIBILITY OF THE PROSPECTIVE BIDDER:

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until: A.) the contract expires, B.) delivery and acceptance of products, and/or performance of services ordered, or C.) terminated by County with thirty (30) day's written notice prior to cancellation.

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

A.) Meet schedules;
B.) Pay any required fees or taxes; or
C.) Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any

judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in HIDALGO COUNTY, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

HIDALGO COUNTY
"PRINTING SERVICES & RELATED SUPPLIES"
BID NO.:2010-068A-10-27-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
HIDALGO COUNTY Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by HIDALGO COUNTY for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that HIDALGO COUNTY reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY
"PRINTING SERV ICES & RELATED SUPPLIES"

RFB: 2010-068A-10-27-MEG

EXHIBIT "A"
HIDALGO COUNTY
"PRINTING SERVICES & RELATED SUPPLIES"
BID NO.: 2010-068A-10-27-MEG

Hidalgo County is seeking to contract with a qualified vendor(s) to furnish "Printing Services & Related Supplies" in accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. Vendor shall furnish all materials and supplies necessary to execute the specified services. These services will be on an "As Needed Basis".

Specifications:
Listed are minimum requirements and are intended to govern the general printing services, including all material necessary for a finished product, which Hidalgo County uses during the course of routine County business.

Samples/Demos/Proofs: Upon requesting, samples/demos and/or proofs shall be furnished to Hidalgo County at no additional cost, for approval prior to printing.

- **Samples:** Will be provided to Hidalgo County designee, prior to printing for approval by Department.
- **Proofs:** Must be supplied prior to printing at no additional cost to the Hidalgo County. The proof shall then be dated, signed by Hidalgo County and returned to vendor for printing.

Pick-up and Delivery Requirements: Successful bidder shall pick-up orders at Hidalgo County designated Department(s), if requested by Department and shall deliver all completed work to the address listed herein. Inside delivery locations will be stated on each Hidalgo County Purchase Order. Inside delivery shall be included in the bid price.

Pricing: All pricing submitted shall be inclusive of all reproduction costs to produce a complete and ready to use product. Any costs associated with the following: additional set-up fees, change fees, typesetting fees or delivery fees must be included in the bid prices. Hidalgo County will not accept or pay additional costs such as mentioned above.

Paper Stock: Paper stock shall be the same or better stock quality as sample provided.

Packaging: Packaging of forms shall be boxed in quantities standard to the industry. All packages shall be marked with form number and Hidalgo County purchase order number on outside.

Sample Review: This printing includes various items and forms. Bidder shall assume sole responsibility for viewing these samples in order to submit a bid consistent with requirements of the County. Failure to do so may result in rejection of bid. Bidders are strongly encouraged to review the samples prior to submitting a bid. **Bidder wishing to view forms before submitting a bid may do so by requesting an appointment via E-mail to: Elena.gomez@co.hidalgo.tx.us**. Or by coming to the Pre-Bid Conference shown on the last page of this bid, when discrepancy occurs between specifications and sample, the sample shall prevail.

It is not necessary for bidders to submit bids for all sections to be considered for an award. However, bidder is expected to submit pricing for all items within each section that the bidder chooses to respond, in order to be considered for award for that particular section.

Over runs: Hidalgo County shall not pay for over-runs. Vendor is cautioned to provide only the quantity of print copies as stated on the Purchase Order. Any over-runs delivered to the County shall be considered as a donation and no additional fees will be allowed and/or paid.

CD –Samples of most of the printing forms will be provided to all bidders in a CD File for your review and consideration. Specifications: Listed are minimum requirements and are intended to govern the general printing services, including all material necessary for a finished product, which Hidalgo County uses during the course of routine County business.

General Requirements: The following are the minimum requirements and/or specifications that will be acceptable by the County. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

- Materials must be available for pick-up and/or delivery to the various locations in Hidalgo County during normal working hours, Monday through Friday
- All items must be shipped **F.O.B. INSIDE DELIVERY.**
- All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.
- All products furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.
- All costs and expenses associated with the preparation and submission of bids shall be the Responsibility of the bidder and no reimbursement for such charges shall be passed onto Hidalgo County.
- BID PAGE - Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable, for not applicable please type/write in N/A on the form. INCOMPLETE submittals shall be considered a probable cause for disqualification.
- Vendor should match the sample as much as possible

SECTION A

ITEMS in addition to the individual items listed per department: All materials and supplies necessary, but not limited to the following, Please note as per Department's required information. (i.e. address, phone number, fax number, etc.)

PLAIN PAPER: (White or ivory paper minimum of 20lbs)

LETTERHEAD (White or ivory paper minimum of 20% or 25% Cotton Fine/Linen)

- ***Standard size*** -8.5 x 11 Letterhead with County Logo/seal and up to two colors for lettering.
- ***Legal size***-(White or ivory paper minimum of 20% or 25% Cotton Fine/Linen) 8.5 x 14 Letterhead with County Logo/seal and up to two colors for lettering.

ENVELOPES: must give price per box indicated Qty of box (White wove or Ivory paper minimum 24lbs)

- ***Standard size*** w/ without window 4 1/8 x 9 ½ w County Logo/seal and up to two colors for lettering
- ***Legal size***- w/ without window 4 1/8 x 9 ½ w County Logo/seal and up to two colors for lettering

BUSINESS CARDS: must give price per box indicated Qty of box (White or Ivory paper)

- **Business Cards** (1) one sided 2 x 3 ½ with County Logo/seal and up to two colors for lettering
- **Business Cards** (2) two sided 2 x 3 ½ with County Logo/seal and up to two colors for lettering

BANKNOTES:

- ***Watermark***
- ***Security Fibers***
- ***Optically Dead Chemically Sensitive Security Paper***
- ***Paper Treated with laser Toner Retention***

- ***Engraved Intaglio Printing***
- ***Engraved Intaglio Latent Images "V" and "R"***
- ***Engraved "Vital Record" Micro-print***
- ***State/ City Departmental Name of Vital Record***
- ***State/City Departmental Seals***
- ***"Void" Copy Background***
- ***Prismatic Print***
- ***Screened State/City/Departmental Seal***
- ***Erasure Sensitive Inks***
- ***Sequential Control Numbering & Bar-coding***

SECTION B

	Description	Estimated Quantity	Special Instructions
	Purchasing Department		
1	8.5 x 11 Letterhead with Watermark and with Cty Logo in Gold & Dept Info. In Blue (Linen) 20lbs	10,000	samples
2	8.5 x11 Heavyweight printing paper inkjet paper 24lbs / 28lbs		samples
3	Envelopes w/ without window 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. In Blue	10,000	samples
4	Business Cards w Cty Logo in Gold & Dept Info. In Blue 3 ½ x 2	1,000	samples
	County Court @ Law No. 5		
1	Envelope w/ without window 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. In Blue	3,500	samples
2	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blue	500	samples
3	Business Cards w Cty Logo in Gold & Dept Info. In Blue 3 ½ x 2	2500	samples
	93RD District Court		
1	Order of Release 8.5 x 11 -3 Carbon Copy sheets white, yellow and pink, top binding, Cty Logo in the bottom	2,500	samples
2	Order of Commitment, 8.5 x 11 -3 Carbon Copy sheets all in white, top binding, 1st page is front/ back the other two only front Cty Logo in the bottom	2,500	samples
3	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blue with the State of Texas Emblem as a Watermark	2,500	samples
4	Business Cards w Cty Logo in Gold & Dept Info. In Blue 3 ½ x 2	2,500	samples
5	Business Cards w Cty Logo on the Right of the card and State of Texas on the left in Gold & Dept Info. In Blue 3 ½ x 2	2,500	samples
6	Award/Certificate 8x11 ½ Gold border with Blk Letters	2,500	samples
	Elections Department		
	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blk	500 per box	samples
2	Envelopes w/ without window 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. In Blk	500 per box	samples
3	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 ½ x 2**See Sample***	sample	samples
4	Notepads		
	Budget /Public Affairs/ W/Comp/Employee Benefits		
1	Envelopes w/ without window 4 x 9 ½ w Cty Logo & Dept Info. Blue/Gold ink	500	samples
2	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 ½ x 2	2,000	samples
3	2 x 10 desk/door name plates Blk w/ white letters	5	copy
	Justice of the Peace Pct 2 Place 2		
1	Business Cards w Pink Rose & Blk letters 3 ½ x 2	2,000	sample
2	4x 9 ½ Jacket with Blk letters*The State Of Texas		sample

EXHIBIT "A"
HIDALGO COUNTY
"PRINTING SERVICES & RELATED SUPPLIES"
BID NO.: 2010-068A-10-27-MEG

	449TH Judicial District of Texas		
1	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 ½ x 2 (White linen, raised printed)	3000	sample
2	8.5 x 11 White Letterhead w Cty Logo in Gold & Dept Info. In Blk. 25% Cotton, raised printed.	1000	sample
3	Envelopes w/ without window (White) 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. In Blk	500	sample
	R.O.W		
1	Business Cards w Cty Logo & Dept Info. In Blk 3 ½ x 2	5000	sample
2	8.5 x 11 White Letterhead w Cty Logo in Gold & Dept Info. In Blue. Linen, raise printed.	3000	sample
	PCT 4		
1	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 ½ x 2 (White linen, raised blk printed) for about 10 employees	2,000	samples
2	8.5 x 11 White Letterhead w Cty Logo in Gold & Dept Info. In Blk. 25% Cotton, raised printed. Texture Bond 25 % cotton	2,000	samples
3	Envelopes w/ without window (White) 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. In Blk (flat)	2,000	sample
4	Polypropylene Stickers with face adhesive 3" x 3"	10,000 (A) 10, 000 (B)	samples
5	Service Work order Books 9" x 5.5" (2part of 50 pages) in sequence	5,000	sample
6	Work Order Books 9" x 5.5 (2part of 50 pages) in sequence	5,000	sample

	Health & Human Services		
1	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blue	5,000	sample
2	Envelope w/ without window 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. In Blue	5,000	sample
3	Postmaster label for mail outs w Cty Logo in Blk & Dept. info. In Blk 4"x3"	5,000	sample
4	The HCCS-HCIHCP cards (perforated) all in blk	5,000	sample
5	9x 5 Index card Form L-37	5,000	sample
6	Chest Clinic Appointment Card 2"x4" letters in blk	5,000	sample
7	3 ½ x 6 Blue Blk letters Registro de Tratemiento Preventive (English & Spanish)	5,000	sample
	HEALTH FLYERS: (English & Spanish flyers)		
8	**Attention...Parents flyer** 8 ½ x 11 Glossily in color with border	5,000	sample
9	**HPV Vaccine** flyer 8 ½ x 11 glossily in color (English & Spanish)	5,000	sample
10	Information for Healthcare providers from CDC (VFC) 8 ½ x 11 glossily in color	5,000	sample
11	Information for parents from CDC (VFC) 8 ½ x 11 glossily in color	5,000	sample
12	National Infant Immunization Campaign flyer 8 ½ x 11 glossily in color	5,000	sample
13	Vaccine Freezer Setup flyer 8 ½ x 11 glossily in color (English & Spanish) IMM-966	5,000	sample
14	Vaccine Freezer Setup flyer 8 ½ x 11 glossily in color (English & Spanish) IMM-962	5,000	sample
15	Acceptable Temperatures for Vaccines 8 ½ x 11 glossily in color	5,000	sample
16	Vaccine Coordinator 8 ½ x 11 glossily in color	5,000	sample
17	Monthly Care of Vaccine Storage Units 8 ½ x 11 glossily in color	5,000	sample
18	Keep your Germs to yourself 8 ½ x 11 glossily in color	5,000	sample
19	Alto A la Gripe Texasflu.org. 8 ½ x 11 glossily in color	5,000	sample
20	FAQ from parents about Vaccines for Infants 8 ½ x 11 copy paper color	5,000	sample
21	8 ½ x 11 letter copy paper color 20 lb (several flyers all same format)	5,000	samples

HEALTH FORMS: Pad 50 sets

22	Referral Form 3 part (white, yellow and pink) 8 ½ x 11 letter in blk	5,000	sample
23	On-site Wastewater Systems Checklist 2 part (white & yellow) 8 ½ x 11 letter in blk	5,000	sample
24	How to obtain a Cty Permit for an on-site sewerage Facility 2 part (white & yellow) 8 ½ x 11 letter in blk	5,000	sample
25	Foster Home Inspection Report 3 part (white, yellow and pink) 8 ½ x 11 letter in blk	5,000	sample
26	Sanitary Inspection Form 3 part (white, yellow and pink) 8 ½ x 11 letter in blk	5,000	sample
27	Investigation Report Occupational Health Regulation #2-B 4 part (white, yellow, pink & orange) 8 ½ x 11 letter in blk	5,000	sample
28	License to Operate OSSF form 8 ½ x 11 letter in blk	5,000	sample
29	Temporary Food Establishment Permit Request 8 ½ x 11 letter in blk	5,000	sample
30	Environmental & Consumer Health Protection Complaint Form 8 ½ x 11 letter in blk	5,000	sample
31	CMS 1500 NCR 2 part for computer (front and back)	5,000	samples

HEALTH BOOKS:

32	On site sewage Facility Inspection fees wrapped around cover 8 3/8 x 5 " 3 parts 50 sets to a book in sequence perforated	5,000	sample
33	Health Permit Inspection Fees wrapped around cover 8 3/8 x 5 " 3 parts 50 sets to a book in sequence perforated	5,000	sample

TERMS & CONDITIONS:

1. Term of contract is for one (1) year period with County's option to renew contract for additional two (2) one (1) year term under the same rates and conditions.
2. County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
3. Hidalgo County has the authority to utilize State Contracts and under cooperative purchasing participation when ever it is in the County's best interest to do so.
4. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.
5. Any contract awarded to a successful bidder will be in effect until;
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or
   c) Terminated by County with thirty (30) days written notice prior to be cancellation.
6. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County Determines it is in its best interest to do so.
7. Insurance requirements for this project to be maintained through out the contract term (Refer to limits on the Exhibit "C" for limits).
8. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.
9. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
10. After bid is awarded and low bidder s default s in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

Market Volatility and Unit Price Adjustments:
Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers,

records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:
PRE-BID CONFERENCE

A pre-bid conference will be held on **TUESDAY October 19, 2010 at 9:30 a.m.** in Hidalgo County Purchasing Department Conference Room located at 2802 South Business Hwy. 281, Edinburg, Texas. The purpose of the pre-bid conference is to answer any questions associated to the Specifications and/or Requirements or/and view the sample if necessary. It is the responsibility of the bidder to acquire all applicable data needed to submit a bonafide response. **ALL BIDDERS ARE ENCOURGED TO ATTEND THIS CONFERENCE.**

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO Elena.gomez@co.hidalgo.tx.us by no later than Wednesday October 13, 2010 @ 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later than Friday October 15, 2010 @ 5:00 P.M.

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY
"PRINTING SERV ICES & RELATED SUPPLIES"

RFB: 2010-068A-10-27-MEG

EXHIBIT "B"
HIDALGO COUNTY
"PRINTING SERVICES & RELATED SUPPLIES"
RFB NO,; 2010-068A-10-27-MEG

SECTION A

LETTERHEAD

NO.	Description	PRICES 1 color	2 colors
1	***Standard size*** -8.5 x 11 Letterhead with County Logo/seal and up to two colors for lettering.		
2	***Legal size***- 8.5 x 14 Letterhead with County Logo/seal and up to two colors for lettering.		

BUISNESS CARDS:

NO.		1 color	2 colors
1	**Business Cards** (1) one sided 2 x 3 ½ with County Logo/seal and up to two colors for lettering		
2	**Business Cards** (2) two sided 2 x 3 ½ with County Logo/seal and up to two colors for lettering		

ENVELOPES:

NO.		1 color	2 colors
1	**Envelopes** with windows 4 1/8 x 9 ½ w County Logo/seal and up to two colors for lettering		
2	**Envelopes** without window 4 1/8 x 9 ½ w County Logo/seal and up to two colors for lettering		

SECTION B

	Description	Estimated Quantity	unit PRICES	TOTAL
	Purchasing Department			
1	8.5 x 11 Letterhead with Watermark and with Cty Logo in Gold & Dept Info. In Blue (Linen) 20lbs	10,000		
2	8.5 x11 Heavyweight printing paper inkjet paper 24lbs / 28lbs	10,000		
3	Envelopes w/ without window 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. In Blue	10,000		
4	Business Cards w Cty Logo in Gold & Dept Info. In Blue 3 ½ x 2	1,000		
	County Court @ Law No. 5	Estimated Quantity	unit PRICES	TOTAL
1	Envelope w/ without window 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. In Blue	3,500		
2	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blue	500		
3	Business Cards w Cty Logo in Gold & Dept Info. In Blue 3 ½ x 2	2500		
	93RD District Court	Estimated Quantity	unit PRICES	TOTAL
1	Order of Release 8.5 x 11 -3 Carbon Copy sheets white, yellow and pink, top binding, Cty Logo in the bottom	2,500		
2	Order of Commitment, 8.5 x 11 -3 Carbon Copy sheets all in white, top binding, 1st page is front/ back the other two only front Cty Logo in the bottom	2,500		
3	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blue with the State of Texas Emblem as a Watermark	2,500		
4	Business Cards w Cty Logo in Gold & Dept Info. In Blue 3 ½ x 2	2,500		
5	Business Cards w Cty Logo on the Right of the card and State of Texas on the left in Gold & Dept Info. In Blue 3 ½ x 2	2,500		
6	Award/Certificate 8x11 ½ Gold border with Blk Letters	2,500		
	Elections Department	Estimated Quantity	unit PRICES	TOTAL
	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blk	500 per box		
2	Envelopes w/ without window 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. In Blk	500 per box		
3	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 ½ x 2**See Sample***	sample		
4	Notepads			
	Budget /Public Affairs/ W/Comp/Employee Benefits	Estimated Quantity	unit PRICES	TOTAL
1	Envelopes w/ without window 4 x 9 ½ w Cty Logo & Dept Info. Blue/Gold ink	500		
2	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 ½ x 2	2,000		
3	2 x 10 desk/door name plates Blk w/ white letters	5		

EXHIBIT "B"
HIDALGO COUNTY
"PRINTING SERVICES & RELATED SUPPLIES"
RFB NO,; 2010-068A-10-27-MEG

	Justice of the Peace Pct 2 Place 2	Estimated Quantity	unit PRICES	TOTAL
1	Business Cards w Pink Rose & Blk letters 3 ½ x 2	2,000		
2	4x 9 ½ Jacket with Blk letters*The State Of Texas			
	449TH Judicial District of Texas	**Estimated Quantity**	**unit PRICES**	**TOTAL**
1	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 ½ x 2 (White linen, raised printed)	3000		
2	8.5 x 11 White Letterhead w Cty Logo in Gold & Dept Info. In Blk. 25% Cotton, raised printed.	1000		
3	Envelopes w/ without window (White) 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. In Blk	500		
	R.O.W	**Estimated Quantity**	**unit PRICES**	**TOTAL**
1	Business Cards w Cty Logo & Dept Info. In Blk 3 ½ x 2	5000		
2	8.5 x 11 White Letterhead w Cty Logo in Gold & Dept Info. In Blue. Linen, raise printed.	3000		
	PCT 4	**Estimated Quantity**	**unit PRICES**	**TOTAL**
1	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 ½ x 2 (Wht linen, raised blk printed) for about 10 employees	2,000		
2	8.5 x 11 White Letterhead w Cty Logo in Gold & Dept Info. In Blk. 25% Cotton, raised printed. Texture Bond 25 % cotton	2,000		
3	Envelopes w/ without window –Wht 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. In Blk (flat)	2,000		
4	Polypropylene Stickers with face adhesive 3" x 3"	10,000 (A) 10, 000 (B)		
5	Service Work order Books 9" x 5.5" (2part of 50 pages) in sequence	5,000		
6	Work Order Books 9" x 5.5 (2part of 50 pages) in sequence	5,000		
	Health & Human Services	**Estimated Quantity**	**unit PRICES**	**TOTAL**
1	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blue	5,000		
2	Envelope w/ without window 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. Blue	5,000		
3	Postmaster label for mail outs w Cty Logo in Blk & Dept. info. In Blk 4"x3"	5,000		
4	The HCCS-HCIHCP cards (perforated) all in blk	5,000		
5	9x 5 Index card Form L-37	5,000		
6	Chest Clinic Appointment Card 2"x4" letters in blk	5,000		
7	3 ½ x 6 Blue Blk letters Registro de Tratemiento Preventive	5,000		
8	Attention...Parents flyer 8 ½ x 11 Glossily in color with border	5,000		
9	HPV Vaccine flyer 8 ½ x 11 glossily in color	5,000		
10	Information for Healthcare providers from CDC (VFC) 8 ½ x 11 glossily in color	5,000		
11	Information for parents from CDC (VFC) 8 ½ x 11 glossily in color	5,000		
12	National Infant Immunization Campaign flyer 8 ½ x 11 glossily in color	5,000		
13	Vaccine Freezer Setup flyer 8 ½ x 11 glossily in color IMM-966	5,000		
14	Vaccine Freezer Setup flyer 8 ½ x 11 glossily in color IMM-962	5,000		
15	Acceptable Temperatures for Vaccines 8 ½ x 11 glossily in color	5,000		
16	Vaccine Coordinator 8 ½ x 11 glossily in color	5,000		
17	Monthly Care of Vaccine Storage Units 8 ½ x 11 glossily in color	5,000		
18	Keep your Germs to yourself 8 ½ x 11 glossily in color	5,000		
19	Alto A la Gripe Texasflu.org. 8 ½ x 11 glossily in color	5,000		
20	FAQ from parents about Vaccines for Infants 8 ½ x 11 copy paper color	5,000		
21	8 ½ x 11 letter copy paper color 20 lb (several flyers all same format)	5,000		
22	Referral Form 3 part (wht, yellow and pink) 8 ½ x 11 letter in blk Pad of 50	5,000		

EXHIBIT "B"
HIDALGO COUNTY
"PRINTING SERVICES & RELATED SUPPLIES"
RFB NO,; 2010-068A-10-27-MEG

	sets			
23	On-site Wastewater Systems Checklist 2 part (wht, yellow) 8 ½ x 11 letter in blk	5,000		
24	How to obtain a Cty Permit for an on-site sewerage Facility 2 part (wht, yellow) 8 ½ x 11 letter in blk	5,000		
25	Foster Home Inspection Report 3 part (wht, yellow & pink) 8 ½ x 11 letter in blk	5,000		
26	Sanitary Inspection Form 3 part (wht, yellow & pink) 8 ½ x 11 letter in blk	5,000		
27	Investigation Report Occupational Health Regulation #2-B 4 part (wht, yellow, pink & orange) 8 ½ x 11 letter in blk	5,000		
28	License to Operate OSSF form 8 ½ x 11 letter in blk	5,000		
29	Temporary Food Establishment Permit Request 8 ½ x 11 letter in blk	5,000		
30	Environmental & Consumer Health Protection Complaint Form 8 ½ x 11 letter in blk	5,000		
31	CMS 1500 NCR 2 part for computer	5,000		
32	On site sewage Facility Inspection fees wrapped around cover 8 3/8 x 5 " 3 parts 50 sets to a book in sequence perforated	5,000		
33	Health Permit Inspection Fees wrapped around cover 8 3/8 x 5 " 3 parts 50 sets to a book in sequence perforated	5,000		

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NO/FAX NO: _____

CELL PHONE NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

HIDALGO COUNTY
"PRINTING SERV ICES & RELATED SUPPLIES"

RFB: 2010-068A-10-27-MEG

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

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

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

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

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

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

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

Revised 10/01/08

ACORD	CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

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

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

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

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

SAMPLE

Insurance Requirement Acknowledgment

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

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

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

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

Automobile Liability: $_____ General Liability: $_____

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

_____ _____.
Authorized Representative Date

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

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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

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

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

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CIQ FORM

HIDALGO COUNTY
"PRINTING SERV ICES & RELATED SUPPLIES"

RFB: 2010-068A-10-27-MEG

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

VENDOR'S APPLICATION
&
W-9 FORM

HIDALGO COUNTY
"PRINTING SERV ICES & RELATED SUPPLIES"

RFB: 2010-068A-10-27-MEG

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address: Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: Disadvantaged Business (At Least 51% Ownership) ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source? ☐Yes ☐ No

If yes, by whom? ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources? _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

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

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
			–			–		

or

Employer identification number
			–					

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

Purpose of Form

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

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

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

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

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

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

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

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

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

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

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

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

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

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

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

2. The treaty article addressing the income.

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

Exempt From Backup Withholding

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

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

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

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

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

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

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

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

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

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

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

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

10. A real estate investment trust,

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

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

13. A financial institution,

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

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

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

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

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

Privacy Act Notice

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

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

CERTIFICATION REGARDING DEBARMENT

HIDALGO COUNTY
"PRINTING SERV ICES & RELATED SUPPLIES"

RFB: 2010-068A-10-27-MEG

Certification
Regarding Debarment, Suspension and Ineligibility

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

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

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

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

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

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

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

DRAFT AGREEMENT

HIDALGO COUNTY
"PRINTING SERV ICES & RELATED SUPPLIES"

RFB: 2010-068A-10-27-MEG

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-

THIS CONTRACT is made and entered into this _____ day of _____, **2010** by and between the **County Of Hidalgo, Texas** ("County"), and _____ a _____, ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Printing Services And Related Supplies"** the "Services") for **Hidalgo County**; 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 agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term

DRAFT

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

3. This Contract shall be for a period of one year beginning _____, **2010** and ending on_____, **2011.** Hidalgo County at its sole discretion may elect the option to extend the contract for two (2) one (1) year term under the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

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

6. As consideration for rendering the Service provided for in this Contract, the

DRAFT

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:

DRAFT

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company _____
_____
_____

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

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

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

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

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

COUNTY OF HIDALGO

ATTEST:

By:_____
Rene A. Ramirez, County Judge

_____
Arturo Guajardo Jr., County Clerk

DRAFT

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

APPROVED BY COMMISSIONES COURT:_____

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

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EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

DRAFT

EXHIBIT "B"
VENDOR'S BID

DRAFT

EXHIBIT "C"
INSURANCE REQUIREMENTS

DRAFT

EXHIBIT "B"
VENDOR'S BID

TABULATION SHEET
HIDALGO COUNTY
"PRINTING SERVICES & RELATED SUPPLIES"
RFB NO.: 2010-068A-10-27-MEG

GULF DATA

SECTION "A"		QTY	GULF DATA	
			1 color	2 colors
1	***Standard size*** -8.5 x 11	500	87.00	104.00
		1000	112.00	141.00
2	***Legal size***- 8.5 x 14	500	157.00	174.00
		1000	182.00	219.00
3	**Business Cards** (1) one sided	500	37.50	38.50
		1000	39.50	40.50
4	**Business Cards** (2) two sided	500	48.00	49.00
		1000	49.00	49.00
5	**Envelopes** with windows	500	106.00	116.00
		1000	169.00	179.00
6	**Envelopes** without window	500	115.00	123.00
		1000	159.00	174.00

PURCHASING DEPARTMENT				
	SECTION "B"	QTY	GULF DATA	
1	8.5 x 11 Letterhead	10,000	.0949 ea	(949.00)
2	Business Cards	1000	.047 ea	(47.00)

COUNTY COURT #5				
	SECTION "B"	QTY	GULF DATA	
1	8.5 x 11 Letterhead	500	.268 ea	(134.00)
		1000	.185 ea	(185.00)
2	Envelope without window	500	.218 ea	(109.00)
		1000	.143 ea	(143.00)
3	Business Cards	500	.075 ea	(37.50)
		1000	.0395 ea	(39.50)

93RD District Court				
	SECTION "B"	QTY	GULF DATA	
1	Order of Release	500	.17 ea	(85.00)
		1000	.132 ea	(132.00)
2	Order of Commitment,	500	.204 ea	(102.00)
		1000	.153 ea	(153.00)
3	Letterhead w Cty 8.5 x 11	500	.149 ea	(74.50)
		1000	.095 ea	(95.00)
4	Business Cards w Cty Logo	500	.077 ea	(38.50)
		1000	.0405 ea	(40.50)
5	Award/Certificate 8x11 ½	500	.304 ea	(152.00)
		1000	.252 ea	(252.00)
6	Envelope without window	500	.246 ea	(123.00)
		1000	.0174 ea	(174.00)

ELECTIONS				
	SECTION "B"	QTY	GULF DATA	
1	Letterhead w Cty 8.5 X 11	500	.392 ea	(196.00)
		1000	.258 ea	(258.00)
2	Envelopes without window	500	.438 ea	(219.00)
		1000	.269 ea	(269.00)
3	Business Cards w Cty Logo	500	.218 ea	(109.00)
		1000	.119 ea	(119.00)

TABULATION SHEET
HIDALGO COUNTY
"PRINTING SERVICES & RELATED SUPPLIES"
RFB NO.: 2010-068A-10-27-MEG

GULF DATA

Justice of the Peace Pct 2 Place 2				
	SECTION "B"	QTY	GULF DATA	
1	Business Cards w Pink Rose	500	.128 ea	(64.00)
		1000	.069 ea	(69.00)
2	The State Of Texas 4x 9 ½ Jacket	500	.078 ea	(39.00)
		1000	.046 ea	(46.00)

449TH Judicial District of Texas				
	SECTION "B"	QTY	GULF DATA	
1	Business Cards	500	.077 ea	(38.50)
		1000	.0450 ea	(45.00)
2	White Letterhead 8.5 x 11	500	.236 ea	(118.00)
		1000	.149 ea	(149.00)
3	Envelopes without window	500	.29 ea	(145.00)
		1000	.1715 ea	(171.50)

R.O.W				
	SECTION "B"	QTY	GULF DATA	
1	Business Cards	500	0.92 ea	(46.00)
		1000	.059 ea	(59.00)
2	White Letterhead 8.5 x 11	500	.138 ea	(69.00)
		1000	.0939 ea	(93.90)

PCT 4				
	SECTION "B"	QTY	GULF DATA	
1	Business Cards	2000	0.365 ea	(73.00)
2	8.5 x 11 White Letterhead	2000	.1285 ea	(257.00)
3	Envelopes without	2000	.095 ea	(190.00)
4	Polypropylene Stickers	10,000 A	.133 ea	(1330.00)
		10, 000 B	.133 ea	(1330.00)
5	Service Work order book	5000	.0642 ea	(321.00)
6	Work Order Books	5000	.0642 ea	(321.00)

HEALTH AND HUMAN SERVICES				
#	SECTION "B"	QTY	GULF DATA	
1	Letterhead 8.5 x 11	500	.218 ea	(109.00)
		1000	.143 ea	(143.00)
2	Envelope with window	500	.094 ea	(47.00)
		1000	.056 ea	(56.00)
	Envelope without window	500	.094 ea	(47.00)
		1000	.056 ea	(56.00)
3	Index card Form L-37	500	.118 ea	(59.00)
		1000	.066 ea	(66.00)
4	Chest Clinic Appointment Card	500	.115 ea	(57.50)
5	Registro de Tratemiento Preventive	500	.11 ea	(55.00)
		1000	.063 ea	(63.00)
6	Parents flyer 8 ½ x 11	500	.188 ea	(94.00)
		1000	.114 ea	(114.00)
7	HPV Vaccine flyer	500	.188 ea	(94.00)
		1000	.114 ea	(114.00)
8	Healthcare providers from CDC	500	.188 ea	(94.00)
		1000	.114 ea	(114.00)
9	Information for parents from CDC	500	.188 ea	(94.00)
		1000	.114 ea	(114.00)

TABULATION SHEET
HIDALGO COUNTY
"PRINTING SERVICES & RELATED SUPPLIES"
RFB NO.: 2010-068A-10-27-MEG

GULF DATA

10	National Infant Immunization Campaign flyer	500	.188 ea	(94.00)
		1000	.114 ea	(114.00)
11	Vaccine Freezer IMM-966	500	.22 ea	(110.00)
		1000	.175 ea	(175.00)
12	Vaccine Freezer IMM-962	500	.22 ea	(110.00)
		1000	.175 ea	(175.00)
13	Acceptable Temperatures for Vaccines	500	.22 ea	(110.00)
		1000	.175 ea	(175.00)
14	Vaccine Coordinator	500	.22 ea	(110.00)
		1000	.175 ea	(175.00)
15	Monthly Care of Vaccine Storage Units	500	.22 ea	(110.00)
		1000	.175 ea	(175.00)
16	Keep your Germs to yourself	500	.183 ea	(91.50)
		1000	.119 ea	(119.00)
17	Alto A la Gripe Texasflu.org.	500	.183 ea	(91.50)
		1000	.119 ea	(119.00)
18	FAQ from parents about Vaccines for Infants	500	.173 ea	(86.50)
		1000	.119 ea	(119.00)
19a	No Habra influenza en mi Casa	500	.173 ea	(86.50)
		1000	.119 ea	(119.00)
19b	La influenza: una guia para los padres	500	.173 ea	(86.50)
		1000	.119 ea	(119.00)
19c	Tos Feina- Pertussis	500	.173 ea	(86.50)
		1000	.119 ea	(119.00)
19d	Pertussis-Whooping Cough	500	.173 ea	(86.50)
		1000	.119 ea	(119.00)
19e	Texas Dept of State E59-11364	500	.173 ea	(86.50)
		1000	.119 ea	(119.00)
19f	Flu & You folded in three	500	.173 ea	(86.50)
		1000	.119 ea	(119.00)
20	Referral Form 3 part NCR	500	.179 ea	(89.50)
		1000	.127 ea	(127.00)
21	Wastewater Systems Checklist	500	.15 ea	(75.00)
		1000	.095 ea	(95.00)
22	Permit on-site sewerage Facility	500	.15 ea	(75.00)
		1000	.095 ea	(95.00)
23	Foster Home Inspection Report	500	.178 ea	(89.00)
		1000	.129 ea	(129.00)
24	Sanitary Inspection Form	500	.178 ea	(89.00)
		1000	.129 ea	(129.00)
25	Investigation Report Occupational Health Regulation	500	.248 ea	(124.00)
		1000	.198 ea	(198.00)
26	License to Operate OSSF form	500	.048 ea	(24.00)
		1000	.038 ea	(38.00)
27	Temporary Food Establishment Permit Request	500	.048 ea	(24.00)
		1000	.038 ea	(38.00)
28	Environmental & Consumer Health Protection Complaint Form	500	.048 ea	(24.00)
		1000	.038 ea	(38.00)
29	CMS 1500 NCR	500	.134 ea	(67.00)
		1000	.067 ea	(67.00)
30	Sewage Facility Inspection	500	.192 ea	(96.00)
		1000	.144 ea	(144.00)
31	Health Permit Inspection Fees	500	.192 ea	(96.00)
		1000	.144 ea	(144.00)

HIDALGO COUNTY**ADDENDUM 2
"PRINTING SERVICES & RELATED SUPPLIES"
RFB NO,; 2010-068A-10-27-MEG

SECTION A

STANDARD LETTERHEAD

NO.	Description	QTY	PRICES 1 color	PRICES 2 colors
1	*Standard size* -8.5 x 11 Letterhead with County Logo/seal and up to two colors for lettering. 24 LB white linen	500	87.00	104.00
		1000	112.00	141.00
2	*Legal size*- 8.5 x 14 Letterhead with County Logo/seal and up to two colors for lettering. 24 LB white linen	500	157.00	174.00
		1000	182.00	219.00

STANDARD BUISNESS CARDS:

NO.		QTY	1 color	2 colors
1	**Business Cards** (1) one sided 2 x 3 ½ with County Logo/seal and up to two colors for lettering 24 LB white linen	500	37.50	38.50
		1000	39.50	40.50
2	**Business Cards** (2) two sided 2 x 3 ½ with County Logo/seal and up to two colors for lettering 24 LB white linen	500	48.00	49.00
		1000	49.00	49.00

STANDARD ENVELOPES:

NO.		QTY	1 color	2 colors
1	**Envelopes** with windows 4 1/8 x 9 ½ w County Logo/seal and up to two colors for lettering 25% cotton	500	106.00	116.00
		1000	169.00	179.00
2	**Envelopes** without window 4 1/8 x 9 ½ w County Logo/seal and up to two colors for lettering 25% cotton	500	115.00	123.00
		1000	159.00	174.00

SECTION B

	Purchasing Department	QTY	UNIT PRICE
1	8.5 x 11 Letterhead with Watermark and with Cty Logo in Gold & Dept Info. In Blue (Linen) 20lbs	10,000	.0949 ea
2	Envelopes with and without window 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. In Blue 25% cotton	10,000	.1265 ea
3	Business Cards w Cty Logo in Gold & Dept Info. In Blue 3 ½ x 2 25% cotton raised	1,000	.047 ea
	County Court @ Law No. 5	**QTY**	**UNIT PRICE**
1	Envelope without window 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. In Blue 25 % cotton	500	.268 ea
		1000	.185 ea
2	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blue 25% cotton raised	500	.218 ea
		1000	.143 ea
3	Business Cards w Cty Logo in Gold & Dept Info. In Blue 3 ½ x 2 (reg)	500	.075 ea
		1000	.0395 ea
	93RD District Court	**QTY**	**UNIT PRICE**
1	Order of Release 8.5 x 11 -3 Carbon Copy sheets white, yellow and pink, top binding, Cty Logo in the bottom	500	.17 ea
		1000	.132 ea
2	Order of Commitment, 8.5 x 11 -3 Carbon Copy sheets all in white, top binding, 1st page is front/ back the other two only front Cty Logo in the bottom	500	.204 ea
		1000	.153 ea
3	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blue with the State of Texas Emblem as a Watermark 25 % cotton (flat)	500	.149 ea
		1000	.095 ea
4	Business Cards w Cty Logo on the Right of the card and State of Texas on the left in Gold & Dept Info. In Blue 3 ½ x 2 raised	500	.077 ea
		1000	.0405 ea
5	Award/Certificate 8x11 ½ Gold border with Blk Letters	500	.304 ea
		1000	.252 ea
6	Envelope without window 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. In Blue 25 % cotton	500	.246 ea
		1000	.174 ea
	Elections Department	**QTY**	**UNIT PRICE**
1	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blk foil 25% cotton	500	.392 ea
		1000	.258 ea
2	Envelopes without window 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. In Blk	500	.438 ea
		1000	.269 ea
3	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 ½ x 2 foil 25% cotton	500	.218 ea
		1000	.119 ea

OPENED
9:43am
10-27-10
Witness

HIDALGO COUNTY**ADDENDUM 2
"PRINTING SERVICES & RELATED SUPPLIES"
RFB NO,; 2010-068A-10-27-MEG

	Budget /Public Affairs/ W/Comp/Employee Benefits	QTY	UNIT PRICE
1	Envelopes without window 4 x 9 ½ w Cty Logo & Dept Info. Blue/Gold ink flat white	500	.094 ea
		1000	.056 ea
2	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 ½ x 2	500	.092 ea
		1000	.048 ea
3	2 ¼ x 10 Slide-in desk plate in silver with name plate in black slide in 2" letters in white	5	19.00 ea
4	2 ¼ x 10 standard slide-in wall sign door in silver name plate in Black w/ white letters	5	19.00 ea
	Justice of the Peace Pct 2 Place 2	**QTY**	**UNIT PRICE**
1	Business Cards w Pink Rose & Blk letters 3 ½ x 2 raised	500	.128 ea
		1000	.069 ea
2	4x 9 ½ Jacket with Blk letters*The State Of Texas	500	.078 ea
		1000	.046 ea
	449TH Judicial District of Texas	**QTY**	**UNIT PRICE**
1	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 ½ x 2 (White linen, raised printed) 24 lbs	500 (PKR)	~~39.50~~ .077 ea
		1000 (WL)	~~40.50~~ .0450 ea
2	8.5 x 11 White Letterhead w Cty Logo in Gold & Dept Info. In Blk. 25% Cotton, raised printed.	500	.236 ea
		1000	.149 ea
3	Envelopes without window (White) 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. In Blk 25 % cotton	500	.29 ea
		1000	.1715 ea
	R.O.W	**QTY**	**UNIT PRICE**
1	Business Cards w Cty Logo & Dept Info. In Blk 3 ½ x 2 100lb cover full color	500	.092 ea
		1000	.059 ea
2	8.5 x 11 White Letterhead w Cty Logo in Gold & Dept Info. In Blue. Linen, flat	500	.138 ea
		1000	.0939 ea
	PCT 4	**QTY**	**UNIT PRICE**
1	Business Cards w Cty Logo in Gold & Dept Info. In Blk 3 ½ x 2 (Wht linen, raised blk printed)	2,000	~~.0365 ea~~ .0365 ea
2	8.5 x 11 White Letterhead w Cty Logo in Gold & Dept Info. In Blk. 25% Cotton, raised printed. 25 % cotton	2,000	.1285 ea
3	Envelopes without window –Wht 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. In Blk (flat)	2,000	.095 ea
4	Polypropylene Stickers with face adhesive 3" x 3" sequence number	10,000 (A)	.133 ea
		10,000 (B)	.133 ea
5	Service Work order Books 9" x 5.5" (2part of 50 pages) in sequence wrap around	5,000	.0642 ea
6	Work Order Books 9" x 5.5 (2part of 50 pages) in sequence wrap around	5,000	.0642 ea
	Health & Human Services	**QTY**	**UNIT PRICE**
1	8.5 x 11 Letterhead w Cty Logo in Gold & Dept Info. In Blue raised	500	.218 ea
		1000	.143 ea
2	Envelope w/ without window 4 1/8 x 9 ½ w Cty Logo in Gold & Dept Info. Blue	500	.094 ea
		1000	.056 ea
3	Postmaster label for mail outs w Cty Logo in Blk & Dept. info. In Blk 4"x3"	500	.166 ea
		1000	.0925 ea
4	The HCCS-HCIHCP cards (perforated) all in blk die cut 2 1/8 x 3 3/8 24 lbs	500	.638 ea
		1000	.369 ea
5	9x 5 Index card Form L-37 110 index blk 2 sides	500	.118 ea
		1000	.066 ea
6	Chest Clinic Appointment Card 2"x4" letters in blk blue paper 110 index 2 sides	500	.115 ea
		1000	.645 ea
7	3 ½ x 6 Blue Blk letters Registro de Tratemiento Preventive	500	.11 ea
		1000	.063 ea
8	Attention...Parents flyer 8 ½ x 11 Glossily in color with border 100 lbs	500	.188 ea
		1000	.114 ea

OPENED
9:43am
10-27-10
Witness

9	HPV Vaccine flyer 8 ½ x 11 glossily in color 100 lbs	500	.188 ea
		1000	.114 ea
10	Information for Healthcare providers from CDC (VFC) 8 ½ x 11 glossily in color 100 lbs	500	.188 ea
		1000	.114 ea
11	Information for parents from CDC (VFC) 8 ½ x 11 glossily in color 100 lbs	500	.188 ea
		1000	.114 ea
12	National Infant Immunization Campaign flyer 8 ½ x 11 glossily in color 100 lbs	500	.188 ea
		1000	.114 ea
13	Vaccine Freezer Setup flyer 8 ½ x 11 glossily in color IMM-966 100 lb cover	500	.22 ea
		1000	.175 ea
14	Vaccine Freezer Setup flyer 8 ½ x 11 glossily in color IMM-962 100 lb cover	500	.22 ea
		1000	.175 ea
15	Acceptable Temperatures for Vaccines 8 ½ x 11 glossily in color 100 lb cover	500	.22 ea
		1000	.175 ea
16	Vaccine Coordinator 8 ½ x 11 glossily in color 100 lb cover	500	.22 ea
		1000	.175 ea
17	Monthly Care of Vaccine Storage Units 8 ½ x 11 glossily in color 100 lb cover	500	.22 ea
		1000	.175 ea
18	Keep your Germs to yourself 8 ½ x 11 glossily in color	500	.183 ea
		1000	.119 ea
19	Alto A la Gripe Texasflu.org. 8 ½ x 11 glossily in color 80 lb gloss	500	.183 ea
		1000	.119 ea
20	FAQ from parents about Vaccines for Infants 8 ½ x 11 copy paper color 20 lb	500	.173 ea
		1000	.189 ea
21a	8 ½ x 11 letter copy paper color 20 lb full color (No Habra influenza en mi Casa)	500	.173 ea
		1000	.119 ea
21b	8 ½ x 11 letter copy paper color 20 lb full color (La influenza: una guia para los padres)	500	.173 ea
		1000	.119 ea
21c	8 ½ x 11 letter copy paper color 20 lb full color (Tos Feina- Pertussis)	500	.173 ea
		1000	.119 ea
21d	8 ½ x 11 letter copy paper color 20 lb full color (Pertussis-Whooping Cough)	500	.173 ea
		1000	.119 ea
21e	8 ½ x 11 letter copy paper color 20 lb full color (Texas Dept of State E59-11364)	500	.173 ea
		1000	.119 ea
21f	8 ½ x 11 letter copy paper color 20 lb 2 sided full color (Flu & You folded in three	500	.173 ea
		1000	.119 ea
22	Referral Form 3 part NCR (wht, yellow & pink) 8 ½ x 11 letter in blk Pad of 50 sets	500	.179 ea
		1000	.127 ea
23	On-site Wastewater Systems Checklist 2 part NCR (wht, canary 8 ½ x 11 letter in blk	500	.15 ea
		1000	.095 ea
24	How to obtain a Cty Permit for an on-site sewerage Facility (wht, canary) 8 ½ x 11 letter in blk NCR 2 part	500	.15 ea
		1000	.095 ea
25	Foster Home Inspection Report 3 part NCR (wht, yellow & pink) 8 ½ x 11 letter in blk	500	.178 ea
		1000	.129 ea
26	Sanitary Inspection Form 3 part NCR (wht, yellow & pink) 8 ½ x 11 letter in blk	500	.178 ea
		1000	.129 ea
27	Investigation Report Occupational Health Regulation #2-B 4 part NCR (wht, yellow, pink & orange) 8 ½ x 11 letter in blk	500	.248 ea
		1000	.198 ea

OPENED
10-27-2010
9:43am
Witness

HIDALGO COUNTY**ADDENDUM 2
"PRINTING SERVICES & RELATED SUPPLIES"
RFB NO,; 2010-068A-10-27-MEG

28	License to Operate OSSF form 8 ½ x 11 letter in blk	500	.048 ea
		1000	.038 ea
29	Temporary Food Establishment Permit Request 8 ½ x 11 letter in blk	500	.048 ea
		1000	.038 ea
30	Environmental & Consumer Health Protection Complaint Form 8 ½ x 11 letter in blk	500	.048 ea
		1000	.038 ea
31	CMS 1500 NCR 2 part for computer	500	.134 ea
		1000	.067 ea
32	On site sewage Facility Inspection fees wrapped around cover 3 parts 50 sets to a book in sequence perforated 8 ½ x 5 ½	500	.192 ea
		1000	.144 ea
33	Health Permit Inspection Fees wrapped around cover 3 parts 50 sets to a book in sequence perforated 8 ½ x 5 ½	500	.192 ea
		1000	.144 ea

BIDDER/COMPANY NAME: GULF DATA PRODUCTS
ADDRESS: 810 E. HARRISON
CITY/STATE/ZIP: HARLINGEN TX 78550
PHONE NO/FAX NO: 800.825-5395 (956) 425-5535
CELL PHONE NO: 956-802-7467
E-MAIL ADDRESS: gulfdata2@sbcglobal.net
AUTHORIZED SIGNATURE: Kevin Kenyon
TITLE: PRESIDENT

OPENED 9:45am 10-27-2010 Witnessed

EXHIBIT "C"
INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/30/2010

PRODUCER
RICK VILLARREAL INS AGENCY
2116 W University Dr
Edinburg, TX 78539
(956) 383-7001

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
E.A. Stone Inc.
DBA Gulf Data Products
810 E Harrison
Harlingen, TX 78550
956-421-5711

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Farmers Insurance Exchange	
INSURER B: Farmers Truck Insurance Exchange	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMSMADE [x] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER [x] POLICY [ ] PRO-JECT [ ] LOC	60191-95-32	05-18-10	05-18-11	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 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMSMADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	A07076872	04-18-10	04-18-11	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

Hidalgo County
2802 S Business Hwy 281
Edinburg, Texas 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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Yolanda Velasquez

From: Kevin Kanipe [mailto:Gulfdata2@sbcglobal.net]
Sent: Monday, February 22, 2010 2:26 PM
To: Yolanda Velasquez
Subject: Re: Certificated of Insurance

The company does not own any delivery vehicles. These items will be delivered UPS and probably FedEx ground delivery. If you have anymore questions please feel free to contact me. Thanks
Kevin Kanipe
Gulf Data Products
(956) 421-5711
gulfdata2@sbcglobal.net

---- Original Message -----

From: Yolanda Velasquez
To: 'Kevin Kanipe'
Sent: Monday, February 22, 2010 11:51 AM
Subject: RE: Certificated of Insurance

Good morning Kevin

Here I go again with the Insurance. I went ahead and submitted all the information to the attorney and he is requesting the Auto Ins. Is there any way that you can provide auto insurance?

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1100-412-00-001-001-0-550	92ND DC-PRINTING & BINDING	836.00	.00	763.40	763.40	72.60	91.32
0-1100-412-00-002-001-0-550	93RD DC-PRINTING & BINDING	1,700.00	.00	289.45	289.45	1,410.55	17.03
0-1100-412-00-003-001-0-550	139TH DC-PRINTING & BINDING	805.00	305.00	356.27	356.27	143.73	82.15
0-1100-412-00-004-001-0-550	206TH DC-PRINTING & BINDING	912.00	240.30	265.85	265.85	405.85	55.50
0-1100-412-00-005-001-0-550	275TH DC-PRINTING & BINDING	300.00	.00	.00	.00	300.00	.00
0-1100-412-00-006-001-0-550	332ND DC-PRINTING & BINDING	1,000.00	.00	.00	.00	1,000.00	.00
0-1100-412-00-008-001-0-550	389TH DC-PRINTING & BINDING	800.00	.00	472.34	472.34	327.66	59.04
0-1100-412-00-009-001-0-550	398TH DC-PRINTING & BINDING	794.00	.00	462.80	462.80	331.20	58.29
0-1100-412-00-009-003-0-550	INDIGENT DEFENSE-PRINTING & BINDING	445.00	.00	.00	.00	445.00	.00
0-1100-412-00-010-001-0-550	430TH DC-PRINTING & BINDING	1,500.00	.00	1,021.75	1,021.75	478.25	68.12
0-1100-412-00-011-001-0-550	449TH DC-PRINTING & BINDING	836.00	.00	.00	.00	836.00	.00
0-1100-412-00-021-001-0-550	CCL#1-PRINTING & BINDING	369.90	.00	368.90	368.90	1.00	99.73
0-1100-412-00-022-001-0-550	CCL#2-PRINTING & BINDING	1,300.00	.00	641.10	641.10	658.90	49.32
0-1100-412-00-023-001-0-550	PROBATE CRT-PRINTING & BINDING	1,000.00	.00	512.30	512.30	487.70	51.23
0-1100-412-00-024-001-0-550	CCL#4-PRINTING & BINDING	552.00	.00	552.00	552.00	.00	100.00
0-1100-412-00-025-001-0-550	CCL#5-PRINTING & BINDING	1,500.00	755.00	175.00	175.00	570.00	62.00
0-1100-412-00-026-001-0-550	CCL#6-PRINTING & BINDING	448.00	.00	.00	.00	448.00	.00
0-1100-412-00-045-001-0-550	AUXILIARY COURT-PRINTING & BINDING	75.00	.00	.00	.00	75.00	.00
0-1100-412-00-061-001-0-550	JP PCT 1/PL 1-PRINTING & BINDING	2,500.00	114.86	1,959.86	1,959.86	425.28	82.99
0-1100-412-00-062-001-0-550	JP PCT 1/PL 2-PRINTING & BINDING	590.50	475.00	115.50	115.50	.00	100.00
0-1100-412-00-063-001-0-550	JP PCT 2/PL 1-PRINTING & BINDING	485.00	.00	480.90	480.90	4.10	99.15
0-1100-412-00-064-001-0-550	JP PCT 2/PL 2-PRINTING & BINDING	1,125.00	.00	973.08	973.08	151.92	86.50
0-1100-412-00-065-001-0-550	JP PCT 3/PL 1-PRINTING & BINDING	3,290.15	1,201.10	2,089.05	2,089.05	.00	100.00
0-1100-412-00-066-001-0-550	JP PCT 3/PL 2-PRINTING & BINDING	2,177.83	.00	2,177.00	2,177.00	.83	99.96
0-1100-412-00-067-001-0-550	JP PCT 4/PL 1-PRINTING & BINDING	1,745.00	391.00	827.36	827.36	526.64	69.82
0-1100-412-00-068-001-0-550	JP PCT 4/PL 2-PRINTING & BINDING	2,424.00	.00	2,424.00	2,424.00	.00	100.00
0-1100-412-00-069-001-0-550	JP PCT 5/PL 1-PRINTING & BINDING	644.80	.00	344.80	344.80	300.00	53.47
0-1100-412-00-080-002-0-550	CRIM DA-PRINTING & BINDING	5,875.00	1,021.90	4,840.10	4,840.10	13.00	99.78
0-1100-412-00-090-001-0-550	DIST CLERK-PRINTING & BINDING	43,430.34	2,513.12	40,917.22	40,917.22	.00	100.00
0-1100-412-00-115-081-0-550	DOMESTIC RELATIONS-PRINTING & BINDING	500.00	.00	.00	.00	500.00	.00
0-1100-412-30-085-003-0-550	PUBLIC DEFENDER-PRINTING & BINDING	1,375.00	140.90	1,097.89	1,097.89	136.21	90.09

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1100-413-00-110-006-0-550	CO JUDGE-PRINTING & BINDING	3,825.00	1,725.00	644.15	644.15	1,455.85	61.94
0-1100-413-00-125-002-0-550	PUBLIC AFFAIRS-PRINTING & BINDING	180.00	.00	.00	.00	180.00	.00
0-1100-414-00-130-001-0-550	ELECTIONS DEPT-PRINTING & BINDING	13,418.20	1,445.00	10,537.55	10,537.55	1,435.65	89.30
0-1100-415-00-200-001-0-550	INFO TECH DEPT-PRINTING & BINDING	.00	.00	.00	.00	.00	.00
0-1100-415-14-115-001-0-550	DBM-BUDGET DIV-PRINTING & BINDING	675.00	.00	.00	.00	675.00	.00
0-1100-415-15-140-001-0-550	TAX OFF-PRINTING & BINDING	18,750.00	180.00	15,845.86	15,845.86	2,724.14	85.47
0-1100-415-16-150-001-0-550	CO TREASURER-PRINTING & BINDING	2,388.50	788.00	1,600.50	1,600.50	.00	100.00
0-1100-415-18-160-001-0-550	PURCHASING-PRINTING & BINDING	1,370.00	.00	736.59	736.59	633.41	53.77
0-1100-415-21-170-001-0-550	CO AUDITOR-PRINTING & BINDING	2,943.44	.00	1,620.70	1,620.70	1,322.74	55.06
0-1100-415-40-180-001-0-550	CO CLERK-PRINTING & BINDING	29,000.00	3,069.70	25,810.48	25,810.48	119.82	99.59
0-1100-415-40-180-002-0-550	CO CLERK RECORD ARCHIVE-PRINT & BIND	300.00	.00	.00	.00	300.00	.00
0-1100-415-50-190-001-0-550	CIVIL SERVICE-PRINTING & BINDING	1,720.00	.00	1,720.00	1,720.00	.00	100.00
0-1100-415-50-190-002-0-550	HUMAN RESOURCES-PRINTING & BINDING	.00	.00	.00	.00	.00	.00
0-1100-419-10-210-001-0-550	PLANNING DEPT-PRINTING & BINDING	92.58	.00	92.58	92.58	.00	100.00
0-1100-419-40-220-001-0-550	FACILITIES MGMT-PRINTING & BINDING	2,516.66	.00	1,236.12	1,236.12	1,280.54	49.12
0-1100-419-50-115-059-0-550	DBM-SAFETY DIV-PRINTING & BINDING	75.00	.00	.00	.00	75.00	.00
0-1100-421-00-115-027-0-550	TX DPS-PRINTING & BINDING	.00	.00	.00	.00	.00	.00
0-1100-421-00-280-001-0-550	SHERIFF-PRINTING & BINDING	25,000.00	7,212.18	14,371.55	14,371.55	3,416.27	86.33
0-1100-421-00-291-001-0-550	CONSTABLE PCT.1-PRINTING & BINDING	178.90	.00	178.90	178.90	.00	100.00
0-1100-421-00-292-001-0-550	CONSTABLE PCT.2-PRINTING & BINDING	317.00	.00	316.60	316.60	.40	99.87
0-1100-421-00-293-001-0-550	CONSTABLE PCT.3-PRINTING & BINDING	1,323.40	.00	1,323.40	1,323.40	.00	100.00
0-1100-421-00-294-001-0-550	CONSTABLE PCT.4-PRINTING & BINDING	1,845.70	.00	1,845.70	1,845.70	.00	100.00
0-1100-421-00-294-007-0-550	CONST PCT4-PK LOT SEC-PRINTING & BINDING	.00	.00	.00	.00	.00	.00
0-1100-421-00-295-001-0-550	CONSTABLE PCT.5-PRINTING & BINDING	375.00	187.00	.00	.00	188.00	49.87
0-1100-422-10-300-001-0-550	EMERG SRVS-FM-PRINTING & BINDING	3,063.00	.00	2,997.89	2,997.89	65.11	97.87
0-1100-423-21-280-002-0-550	JAIL-PRINTING & BINDING	18,000.00	2,485.18	5,765.20	5,765.20	9,749.62	45.84
0-1100-423-60-330-002-0-550	JUV PROB-PRINTING & BINDING	5,400.00	1,697.60	3,485.46	3,485.46	216.94	95.98
0-1100-429-00-300-023-0-550	EMERG SRVS-EM-PRINTING & BINDING	625.00	.00	504.20	504.20	120.80	80.67
0-1100-432-00-121-001-0-550	PCT1 SANITATION-PRINTING AND BINDING	1,009.55	886.03	.00	.00	123.52	87.76
0-1100-432-00-122-001-0-550	PCT2 SANITATION-PRINTING & BINDING	1,050.00	.00	999.00	999.00	51.00	95.14

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1100-432-00-123-001-0-550	PCT3 SANITATION-PRINTING & BINDING	477.40	.00	477.40	477.40	.00	100.00
0-1100-432-00-124-001-0-550	PCT4 SANITATION-PRINTING & BINDING	4,000.00	1,650.00	.00	.00	2,350.00	41.25
0-1100-441-00-340-001-0-550	HEALTH ADM-PRINTING & BINDING	7,075.00	477.50	6,210.04	6,210.04	387.46	94.52
0-1100-441-00-340-003-0-550	HEALTH CLINICS-PRINTING & BINDING	1,296.00	.00	1,296.00	1,296.00	.00	100.00
0-1100-444-00-240-001-0-550	HUMAN SERVICES-PRINTING & BINDING	2,682.98	.00	2,680.55	2,680.55	2.43	99.91
0-1100-444-00-370-001-0-550	VETERAN'S SRV-PRINTING & BINDING	533.74	303.00	192.50	192.50	38.24	92.84
0-1100-451-10-115-033-0-550	HISTORICAL COMM-PRINTING & BINDING	.00	.00	.00	.00	.00	.00
0-1100-452-00-122-008-0-550	PCT2 PARKS-PRINTING & BINDING	500.00	.00	.00	.00	500.00	.00
0-1100-452-00-123-008-0-550	PCT3 PARKS-PRINTING & BINDING	194.90	.00	.00	.00	194.90	.00
0-1100-461-00-380-001-0-550	TX AGRILIFE EXT-PRINTING & BINDING	108.75	.00	83.35	83.35	25.40	76.64
0-1100-466-00-122-082-0-550	PCT2 CRC (S.TOWER)-PRINTING & BINDING	46.00	.00	45.95	45.95	.05	99.89
0-1200-431-00-115-042-0-550	COLONIA ACCESS PRG-PRINTING & BINDING	39.00	.00	39.00	39.00	.00	100.00
0-1200-431-00-121-004-0-550	PCT1 RD ADM-PRINTING & BINDING	1,750.00	351.25	152.75	152.75	1,246.00	28.80
0-1200-431-00-122-005-0-550	PCT2 RD ADM-PRINTING & BINDING	954.05	403.48	136.80	136.80	413.77	56.63
0-1200-431-00-123-004-0-550	PCT3 RD ADM-PRINTING & BINDING	551.00	.00	551.00	551.00	.00	100.00
0-1200-431-00-260-001-0-550	R-O-W DEPT-PRINTING & BINDING	1,250.00	840.00	36.00	36.00	374.00	70.08
0-1201-431-00-121-004-0-550	PCT1 RD ADM-PRINTING & BINDING	.00	.00	.00	.00	.00	.00
0-1202-431-00-122-005-0-550	PCT2 RD ADM-PRINTING & BINDING	45.95	.00	45.95	45.95	.00	100.00
0-1203-431-00-123-004-0-550	PCT3 RD ADM-PRINTING & BINDING	.00	.00	.00	.00	.00	.00
0-1204-431-00-124-005-0-550	PCT4 RD ADM-PRINTING & BINDING	543.78	.00	543.78	543.78	.00	100.00
0-1211-452-00-121-013-0-550	PCT1 PARKS-PRINTING & BINDING	.00	.00	.00	.00	.00	.00
0-1212-452-00-122-008-0-550	PCT2 PARKS-PRINTING & BINDING	.00	.00	.00	.00	.00	.00
0-1213-452-00-123-008-0-550	PCT3 PARKS-PRINTING & BINDING	999.00	.00	999.00	999.00	.00	100.00
0-1222-412-00-080-006-0-550	DA BAD CK-PRINTING & BINDING	3,500.00	.00	3,500.00	3,500.00	.00	100.00
0-1223-412-00-080-007-0-550	DA INVESTIGATION HB65-PRINTING & BINDING	1,000.00	104.70	878.60	878.60	16.70	98.33
0-1229-421-00-280-007-0-550	SHRF FED SHARING-USDJ-PRINTING & BINDING	2,000.00	.00	.00	.00	2,000.00	.00
0-1246-415-15-140-003-0-550	TAX OFF-PRINTING & BINDING	6,250.00	.00	.00	.00	6,250.00	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1247-412-50-100-001-0-550	LAW LIBRARY-PRINTING & BINDING	2,500.00	80.75	638.45	638.45	1,780.80	28.77
0-1254-412-00-270-014-0-550	HIDTA US JUSTICE-PRINTING & BINDING	4,500.00	.00	1,585.30	1,585.30	2,914.70	35.23
0-1283-429-10-300-026-0-550	HAZARD MITIGATION-PRINTING & BINDING	953.69	.00	.00	.00	953.69	.00
0-1287-465-20-110-070-9-550	EDA-PRINTING & BINDING	25,000.00	.00	5,943.78	5,943.78	19,056.22	23.78
0-1292-441-00-350-001-0-550	WIC ADM-PRINTING & BINDING	12,101.44	.00	11,724.87	11,724.87	376.57	96.89
0-1292-441-00-350-001-1-550	WIC ADM-PRINTING & BINDING	10,000.00	709.88	525.00	525.00	8,765.12	12.35
0-1293-441-00-340-005-0-550	H.D. ADM-PRINTING & BINDING	2,500.00	.00	2,055.20	2,055.20	444.80	82.21
0-1293-441-00-340-008-1-550	T.B. CONTROL-PRINTING & BINDING	2,000.00	.00	.00	.00	2,000.00	.00
0-1293-441-00-340-012-0-550	IMM DIV LOCAL-PRINTING & BINDING	5,000.00	.00	3,694.00	3,694.00	1,306.00	73.88
0-1293-441-00-340-012-1-550	IMM DIV LOCAL-PRINTING & BINDING	5,000.00	.00	.00	.00	5,000.00	.00
0-1293-441-00-340-042-0-550	CPS/PHER-PRINTING & BINDING	21,972.40	.00	3,927.00	3,927.00	18,045.40	17.87
0-1293-441-00-340-042-1-550	PPCPS/PHER-PRINTING & BINDING	36,090.00	.00	.00	.00	36,090.00	.00
0-1293-441-00-340-043-0-550	OGHA-USMBHC-PRINTING & BINDING	3,670.00	.00	3,641.00	3,641.00	29.00	99.21
0-1293-441-00-340-044-0-550	OGHA-BII-PRINTING & BINDING	46,467.00	.00	9,491.00	9,491.00	36,976.00	20.43
0-1293-441-00-340-046-0-550	H1N1STIPEND-PRINTING & BINDING	3,000.00	.00	2,998.60	2,998.60	1.40	99.95
0-1297-423-00-320-002-0-550	BASIC SUPERVISION-PRINTING & BINDING	5,132.65	.00	5,008.89	5,008.89	123.76	97.59
0-1297-423-00-320-002-1-550	BASIC SUPERVISION-PRINTING & BINDING	8,000.00	3,707.00	520.00	520.00	3,773.00	52.84
0-1297-423-00-320-014-1-550	DRUG CRT-PRINTING & BINDING	500.00	.00	.00	.00	500.00	.00
0-1297-423-00-320-020-1-550	SATF-PRINTING & BINDING	500.00	.00	117.95	117.95	382.05	23.59
0-1297-423-00-320-030-1-550	CRTF-PRINTING & BINDING	150.00	.00	.00	.00	150.00	.00
0-2201-415-00-115-009-0-550	DBM-HEALTH INS ADM-PRINTING & BINDING	250.00	.00	.00	.00	250.00	.00
0-2202-419-50-115-065-0-550	DBM-W/C DIV-PRINTING & BINDING	1,000.00	.00	.00	.00	1,000.00	.00

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
1-1100-412-00-001-001-0-550	92ND DC-PRINTING & BINDING	836.00	.00	.00	.00	836.00	.00
1-1100-412-00-002-001-0-550	93RD DC-PRINTING & BINDING	1,700.00	.00	.00	.00	1,700.00	.00
1-1100-412-00-003-001-0-550	139TH DC-PRINTING & BINDING	500.00	.00	.00	.00	500.00	.00
1-1100-412-00-004-001-0-550	206TH DC-PRINTING & BINDING	1,000.00	.00	.00	.00	1,000.00	.00
1-1100-412-00-005-001-0-550	275TH DC-PRINTING & BINDING	300.00	.00	.00	.00	300.00	.00
1-1100-412-00-006-001-0-550	332ND DC-PRINTING & BINDING	1,000.00	.00	.00	.00	1,000.00	.00
1-1100-412-00-008-001-0-550	389TH DC-PRINTING & BINDING	600.00	.00	.00	.00	600.00	.00
1-1100-412-00-009-001-0-550	398TH DC-PRINTING & BINDING	1,094.00	.00	.00	.00	1,094.00	.00
1-1100-412-00-009-003-0-550	INDIGENT DEFENSE-PRINTING & BINDING	1,800.00	.00	.00	.00	1,800.00	.00
1-1100-412-00-010-001-0-550	430TH DC-PRINTING & BINDING	1,500.00	.00	.00	.00	1,500.00	.00
1-1100-412-00-011-001-0-550	449TH DC-PRINTING & BINDING	836.00	.00	.00	.00	836.00	.00
1-1100-412-00-021-001-0-550	CCL#1-PRINTING & BINDING	800.00	.00	.00	.00	800.00	.00
1-1100-412-00-022-001-0-550	CCL#2-PRINTING & BINDING	800.00	.00	.00	.00	800.00	.00
1-1100-412-00-023-001-0-550	PROBATE CRT-PRINTING & BINDING	600.00	.00	.00	.00	600.00	.00
1-1100-412-00-025-001-0-550	CCL#5-PRINTING & BINDING	1,500.00	.00	.00	.00	1,500.00	.00
1-1100-412-00-026-001-0-550	CCL#6-PRINTING & BINDING	3,048.00	.00	.00	.00	3,048.00	.00
1-1100-412-00-045-001-0-550	AUXILIARY COURT-PRINTING & BINDING	375.00	.00	.00	.00	375.00	.00
1-1100-412-00-061-001-0-550	JP PCT 1/PL 1-PRINTING & BINDING	2,000.00	.00	.00	.00	2,000.00	.00
1-1100-412-00-062-001-0-550	JP PCT 1/PL 2-PRINTING & BINDING	1,100.00	.00	.00	.00	1,100.00	.00
1-1100-412-00-063-001-0-550	JP PCT 2/PL 1-PRINTING & BINDING	900.00	.00	.00	.00	900.00	.00
1-1100-412-00-064-001-0-550	JP PCT 2/PL 2-PRINTING & BINDING	1,125.00	.00	.00	.00	1,125.00	.00
1-1100-412-00-065-001-0-550	JP PCT 3/PL 1-PRINTING & BINDING	2,000.00	.00	.00	.00	2,000.00	.00
1-1100-412-00-066-001-0-550	JP PCT 3/PL 2-PRINTING & BINDING	2,000.00	.00	.00	.00	2,000.00	.00
1-1100-412-00-067-001-0-550	JP PCT 4/PL 1-PRINTING & BINDING	1,000.00	.00	.00	.00	1,000.00	.00
1-1100-412-00-068-001-0-550	JP PCT 4/PL 2-PRINTING & BINDING	2,500.00	.00	.00	.00	2,500.00	.00
1-1100-412-00-069-001-0-550	JP PCT 5/PL 1-PRINTING & BINDING	150.00	.00	.00	.00	150.00	.00
1-1100-412-00-080-002-0-550	CRIM DA-PRINTING & BINDING	4,875.00	.00	.00	.00	4,875.00	.00
1-1100-412-00-090-001-0-550	DIST CLERK-PRINTING & BINDING	40,000.00	.00	.00	.00	40,000.00	.00
1-1100-412-30-085-003-0-550	PUBLIC DEFENDER-PRINTING & BINDING	1,500.00	.00	.00	.00	1,500.00	.00
1-1100-413-00-110-006-0-550	CO JUDGE-PRINTING & BINDING	500.00	.00	.00	.00	500.00	.00
1-1100-414-00-130-001-0-550	ELECTIONS DEPT-PRINTING & BINDING	15,000.00	.00	.00	.00	15,000.00	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1100-415-14-115-001-0-550	DBM-BUDGET DIV-PRINTING & BINDING	1,000.00	.00	.00	.00	1,000.00	.00
1-1100-415-15-140-001-0-550	TAX OFF-PRINTING & BINDING	18,000.00	.00	.00	.00	18,000.00	.00
1-1100-415-16-150-001-0-550	CO TREASURER-PRINTING & BINDING	1,000.00	.00	.00	.00	1,000.00	.00
1-1100-415-18-160-001-0-550	PURCHASING-PRINTING & BINDING	2,750.00	.00	.00	.00	2,750.00	.00
1-1100-415-21-170-001-0-550	CO AUDITOR-PRINTING & BINDING	3,000.00	.00	.00	.00	3,000.00	.00
1-1100-415-40-180-001-0-550	CO CLERK-PRINTING & BINDING	20,000.00	.00	.00	.00	20,000.00	.00
1-1100-415-40-180-002-0-550	CO CLERK RECORD ARCHIVE-PRINT & BIND	750.00	.00	.00	.00	750.00	.00
1-1100-415-50-190-001-0-550	CIVIL SERVICE-PRINTING & BINDING	2,250.00	.00	.00	.00	2,250.00	.00
1-1100-415-50-190-002-0-550	HUMAN RESOURCES-PRINTING & BINDING	10,000.00	.00	.00	.00	10,000.00	.00
1-1100-419-10-210-001-0-550	PLANNING DEPT-PRINTING & BINDING	1,800.00	.00	.00	.00	1,800.00	.00
1-1100-419-40-220-001-0-550	FACILITIES MGMT-PRINTING & BINDING	500.00	.00	.00	.00	500.00	.00
1-1100-421-00-125-011-0-550	TX DPS-PRINTING & BINDING	1,125.00	.00	.00	.00	1,125.00	.00
1-1100-421-00-280-001-0-550	SHERIFF-PRINTING & BINDING	22,891.00	.00	.00	.00	22,891.00	.00
1-1100-421-00-291-001-0-550	CONSTABLE PCT.1-PRINTING & BINDING	500.00	.00	.00	.00	500.00	.00
1-1100-421-00-292-001-0-550	CONSTABLE PCT.2-PRINTING & BINDING	600.00	.00	.00	.00	600.00	.00
1-1100-421-00-293-001-0-550	CONSTABLE PCT.3-PRINTING & BINDING	2,000.00	.00	.00	.00	2,000.00	.00
1-1100-421-00-294-001-0-550	CONSTABLE PCT.4-PRINTING & BINDING	1,500.00	.00	.00	.00	1,500.00	.00
1-1100-421-00-295-001-0-550	CONSTABLE PCT.5-PRINTING & BINDING	375.00	.00	.00	.00	375.00	.00
1-1100-422-10-300-001-0-550	EMERG SRVS-FM-PRINTING & BINDING	2,663.00	.00	.00	.00	2,663.00	.00
1-1100-423-21-280-002-0-550	JAIL-PRINTING & BINDING	7,000.00	.00	.00	.00	7,000.00	.00
1-1100-423-60-330-002-0-550	JUV PROB-PRINTING & BINDING	5,000.00	.00	.00	.00	5,000.00	.00
1-1100-429-00-300-023-0-550	EMERG SRVS-EM-PRINTING & BINDING	500.00	.00	.00	.00	500.00	.00
1-1100-432-00-121-001-0-550	PCT1 SANITATION-PRINTING AND BINDING	750.00	.00	.00	.00	750.00	.00
1-1100-432-00-122-001-0-550	PCT2 SANITATION-PRINTING & BINDING	2,250.00	.00	.00	.00	2,250.00	.00
1-1100-432-00-123-001-0-550	PCT3 SANITATION-PRINTING & BINDING	375.00	.00	.00	.00	375.00	.00
1-1100-441-00-340-001-0-550	HEALTH ADM-PRINTING & BINDING	6,000.00	.00	.00	.00	6,000.00	.00
1-1100-441-00-340-003-0-550	HEALTH CLINICS-PRINTING & BINDING	1,500.00	.00	.00	.00	1,500.00	.00
1-1100-444-00-240-001-0-550	HUMAN SERVICES-PRINTING & BINDING	2,000.00	.00	.00	.00	2,000.00	.00
1-1100-444-00-370-001-0-550	VETERAN'S SRV-PRINTING & BINDING	750.00	.00	.00	.00	750.00	.00
1-1100-451-10-125-020-0-550	HISTORICAL COMM-PRINTING & BINDING	1,000.00	.00	.00	.00	1,000.00	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1100-452-00-122-008-0-550	PCT2 PARKS-PRINTING & BINDING	1,000.00	.00	.00	.00	1,000.00	.00
1-1100-452-00-123-008-0-550	PCT3 PARKS-PRINTING & BINDING	500.00	.00	.00	.00	500.00	.00
1-1100-461-00-380-001-0-550	TX AGRILIFE EXT-PRINTING & BINDING	500.00	.00	.00	.00	500.00	.00
1-1100-466-00-122-082-0-550	PCT2 CRC (S.TOWER)-PRINTING & BINDING	100.00	.00	.00	.00	100.00	.00
1-1200-431-00-121-004-0-550	PCT1 RD ADM-PRINTING & BINDING	150.00	.00	.00	.00	150.00	.00
1-1200-431-00-122-005-0-550	PCT2 RD ADM-PRINTING & BINDING	500.00	.00	.00	.00	500.00	.00
1-1200-431-00-123-004-0-550	PCT3 RD ADM-PRINTING & BINDING	1,000.00	.00	.00	.00	1,000.00	.00
1-1200-431-00-124-005-0-550	PCT4 RD ADM-PRINTING & BINDING	700.00	.00	.00	.00	700.00	.00
1-1200-431-00-260-001-0-550	R-O-W DEPT-PRINTING & BINDING	1,000.00	.00	.00	.00	1,000.00	.00
1-1229-421-00-280-007-0-550	SHRF FED SHARING-USDJ-PRINTING & BINDING	2,000.00	.00	.00	.00	2,000.00	.00
1-1246-415-15-140-003-0-550	TAX OFF-PRINTING & BINDING	6,250.00	.00	.00	.00	6,250.00	.00
1-1247-412-50-100-001-0-550	LAW LIBRARY-PRINTING & BINDING	2,000.00	.00	.00	.00	2,000.00	.00
1-2202-419-50-115-065-0-550	DBM-W/C DIV-PRINTING & BINDING	1,000.00	.00	.00	.00	1,000.00	.00

AI-24317 **16.A.6.**

BMC-2010 HC-Independent Audit-Report-Entrance Meeting/Plan of Action & Timelines

CC REGULAR

Date:	12/21/2010
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

As requested by CC on 12-07-10, presentation by current engaged firm-Burton, McCumber & Cortez to conduct the 2010 independent audit for Hidalgo County and report on the entrance meeting held with various County staff on Thursday, Dec. 9, 2010 to discuss the plan of action for said audit including, but not limited to the following and any action necessary for:

a. Commencement date of audit;
b. Obligations on the part of BMC and Hidalgo County: Elected Offices, Programs, Agencies, and/or DD#1 (if applicable);
c. Possible amendment to current engagement letter to change completion date from June 30, 2011 to May 31, 2011;
d. Other related topics and concerns.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

No fiscal impact/ no funding required at this time.

Attachments

Link: Backup

Link: Letter of Engagement 2007

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	12/09/2010 11:33 AM	APRV
2	Budget & Management	Erika Zamora	12/09/2010 11:37 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	12/09/2010 01:26 PM	APRV
4	Auditor's Office	Linda Fong	12/17/2010 02:42 PM	APRV
Form Started By: Marty Salazar			Started On: 12/08/2010 12:59 PM	

Martha Salazar

From: Linda Fong [linda.fong@auditor.co.hidalgo.tx.us]

Sent: Thursday, December 02, 2010 2:58 PM

To: Valde Guerra; Martha L. Salazar; Teresa Flores; Diana R. Serna; Maribel Navarro Saenz; Godfrey Garza Jr.; Honorable Arturo Guajardo Jr.; Honorable Laura Hinojosa; Honorable Guadalupe Trevino; Honorable Armando Barrera; Honorable Rene Guerra; Raul Silguero; Raymundo Eufracio

Cc: Edmundo Garcia; Francisco Martinez; Richard Gonzalez; Lora Briones; Annette C. Muniz; Rene Rangel; Anacleto Martinez; Yolanda Villescas; Roy Cazares; Sergio Cruz; Flora Vasquez; Arcy Duran; Becky Luna

Subject: Entrance Conference With BMC Scheduled for Thursday, Dec 9th at 9am

The end of the year is upon us once again, and our attention is focused on the timely completion of Hidalgo County's Comprehensive Annual Financial Report (CAFR) for the year ended December 31, 2010.

As you know, it is our goal every year to complete the audit by May 15th but no later than June 30th. After two consecutive years of not meeting this deadline (2007 & 2008 audits), we are very happy to report that the County's 2009 CAFR was completed by June 30th. With your cooperation, we expect to meet this deadline again for the 2010 audit.

With this in mind, we have scheduled a meeting in the County Auditor's Office conference room at **9:00 am on Thursday, December 9, 2010**, with the independent auditors, Burton McCumber & Cortez. The purpose of the meeting is to discuss important deadlines required to be met for the timely completion of the CAFR as well as other audit related issues. We are respectfully requesting that you or someone from your staff attend this meeting.

Your cooperation in this matter is greatly appreciated.

Linda Fong
First Assistant Auditor
Hidalgo County Auditor's Office
(956) 318-2511 ext. 4668

BMC

Burton McCumber & Cortez, L.L.P.
Certified Public Accountants & Management Consultants

205 Pecan Boulevard
McAllen, Texas 78501
Telephone 956/618-2300
Facsimile 956/618-2333
www.bmctexas.com

Offices In:
Brownsville
McAllen
Matamoros
Reynosa

C-07-261-01-30

January 21, 2008

County of Hidalgo
The Honorable Judge J. D. Salinas and
Commissioners
2812 S. Business Hwy 281
Edinburg, Texas 78539

We are pleased to confirm our understanding of the services we are to provide and our estimate of fees to complete the audits of the County of Hidalgo for the years ended December 31, 2007 and 2008 and at the County of Hidalgo's option 2009 and 2010.

Scope

We will audit the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the County of Hidalgo (County) as of and for the years ended December 31, 2007 and 2008 and at the County's option 2009 and 2010 which collectively comprises the County's basic financial statements. The scope of the audit of the County's basic financial statements will encompass an audit of the following:

County of Hidalgo (Primary Government)
Urban County Program (Related Agency)
Head Start Program (Related Agency)
Community Service Agency (Related Agency)

Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to accompany the County's basic financial statements As part of our procedures, we will apply certain limited procedures to the County's RSI. These limited procedures will consist primarily of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter. Unless we encounter problems with the presentation of the RSI

or with procedures relating to it, we will disclaim an opinion on it. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited.

1. Management's Discussion and Analysis

Supplementary information other than RSI, such as combining and individual fund financial statements, also accompany the County's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and will provide an opinion on it in relation to the basic financial statements.

1. Schedule of expenditure of Federal and State Awards.
2. Combining and Individual Nonmajor Fund Financial Statements
3. Related Agency Financial Statements
4. Budgetary Comparison Schedules

The following additional information accompanying the basis financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion.

1. Introductory Section
2. Statistical Section

Audit Objective

The objective of our audit is the expression of an opinion as to whether your financial statements are fairly presented, in all material respects, in conformity with the U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the financial statements taken as a whole.

The objective also includes report on –

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in the accordance with *Government Auditing Standards*.

- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB

Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended for the information and use of management, specific legislative or regulatory bodies, federal awarding agencies, and if applicable pass through entities and is not intended to be and should not be used by anyone other than those specified parties.

Our audits will be conducted in accordance with U.S. generally accepted auditing standards; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of the accounting records, a determination of major programs in accordance with Circular A-133, and other procedures we consider necessary to enable us to express an opinion and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, we will fully discuss the reason with you in advance. If, for any reason we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection of accounting principles; for the fair presentation in the financial statement of the respective position of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the County of Hidalgo and the respective changes in financial position and where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for federal grant award program compliance with applicable laws and regulations and the provision of contracts and grant agreements. Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein.

Management is responsible for its decisions and functions. As part of the audit, we will review a draft of the financial statements, schedules of expenditures of federal and state awards and related notes as prepared by management and provide management our comments. In accordance with *Government Auditing Standards*, management will be required to review and approve any changes that we derive from our review prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements. Further, management is required to designate a qualified management-level individual to be responsible and accountable for overseeing our services.

Management is responsible for making all financial records and related information available to us, including identifying significant vendor relationships in which the vendor

has responsibility for program compliance and for the accuracy and completeness of that information. Management's responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Management's responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. Management is responsible for providing its views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, and the timing and format thereto.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or

governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from management about the financial statements and related matters.

Audit Procedures – Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and,

accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of County's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the County's major programs. The purpose of these procedures will be to express an opinion on County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Audit Administration, Fees and Other

We understand that your employees will prepare all cash and other confirmations we request and will locate and organize invoices and information selected by us for testing. Also, you will assist in the copy of any pertinent information necessary for our files and will assist in the preparation of select audit schedules as required. We will work with the management of the County and its related agencies to complete the audit no later than June 30 of the subsequent year audited. The County will prepare and bind its Comprehensive Annual Financial Report (CAFR). We will provide management with 150 copies our report letters for inclusion in the County's CAFR. The County will be responsible for the distribution of its CAFR.

We will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will provide an original and print-ready master of our reports to the County; however, it is management's responsibility to submit the reporting package (including the financial statements, schedule of expenditures of federal and state awards, summary schedule of prior audit findings, auditors' reports, and a corrective action plan) along with the Data Collection Form to the designated federal

clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits. At the conclusion of the engagement, we will provide information to management as to where the reporting packages should be submitted and the number to submit.

The audit documentation for this engagement is the property of Burton McCumber & Cortez, L.L.P. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to the County's cognizant agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such workpapers will be provided under the supervision of Burton McCumber & Cortez, L.L.P. personnel. Furthermore, upon request, we may provide photocopies of selected audit documentation to the aforementioned parties. The parties may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the County's oversight agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

Our estimates of the fees to complete the audit as of and for the year ended December 31, 2007 are set forth below:

County of Hidalgo	$	125,000
Head Start Program		30,000
Urban County Program		22,000
Community Service Agency		15,000
Total	$	192,000

Assuming that there are no significant changes to the operation of the County, professional standards pertaining to accounting or auditing matters, or other unforeseeable events, our fees to complete the audit of the County and related agencies for the year ending December 31, 2008, 2009 and 2010 will increase by 5% per year from the fees listed above. To extent that there are significant changes in the operation of the County, professional standards pertaining to accounting or auditing matters or unforeseeable events, we will derive a new fee estimate for your consideration and approval.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work might be suspended if your account becomes 45 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all the time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

If significant additional time is necessary, we will discuss it with you and arrive a new fee estimate using the hourly rates outlined below before we incur the additional costs:

Experience Level	Hourly Rate
Partner	$ 190
Manager	$ 150
Supervisor/In-Charge	$ 95
Staff	$ 75

Our audit engagement ends on delivery of our audit report for any one year. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service. This engagement includes only those services specifically described in this letter. Costs and time spent on legal matters or proceedings arising from our engagement, such as subpoenas, testimony or consultation involving private litigation, arbitration or government regulatory inquiries at your request or by subpoena, will be billed separately.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. A copy of our peer review was included in our response to the County Request for Qualifications pertaining to this engagement.

We appreciate the opportunity to be of service to the County of Hidalgo and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Burton McCumber & Cortez, L.L.P.

Ricky Longoria
Partner

* * *

The foregoing letter fully described our understanding and is accepted by us.

Witness our hands in duplicate originals this 29th day of February, 2008.

COUNTY OF HIDALGO

By _____
J.D. Salinas, County Judge

_____
Date

ATTEST:
Arturo Guajardo, Jr., County Clerk

Approved as to Form:
Atlas & Hall, LLP
By: _____

AI-24437 **16.A.7.**

Approval of Ranking for Consulting Services for Energy Efficiency and Conservation Strategy" project

CC REGULAR

Date:	12/21/2010
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

a. Presentation of scoring grid (for purposes of ranking by CC) for the statements of qualifications received in connection with "Consulting Services for Hidalgo County Energy Efficiency and Conservation Strategy" (RFQ No.: 2010-339-10-20CGV);

1._____;
2._____;3._____;4._____

b. Requesting authority for Purchasing Department to enter into negotiations with the number one ranked firm _____ for "Consulting Services for Hidalgo County Energy Efficiency and Conservation Strategy" project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1287-431-00-110-072-3-311

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

BUDGETARY IMPACT:

EECBG-MGMT CONSULTING SERVICES
Funds currently in 2010 budget **0**-1287-431-00-110-072-3-311. Grant funds to be rolled over to 2011 budget at later date to be designated by Coounty Auditors office.

Attachments

Link: Participation/Acceptance Sheets

Link: Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/17/2010 01:44 PM	APRV
2	Budget & Management	Erika Zamora	12/17/2010 01:47 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	12/17/2010 03:43 PM	APRV
4	Auditor's Office		12/17/2010 04:46 PM	NEW

Form Started By: Gricelda Villarreal

Started On: 12/15/2010 11:12 AM

Final Approval Date: 12/17/2010

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFQ ACCEPTANCE DATE: **October 20, 2010** RFP/Q ACCEPTANCE TIME: **9:30 A.M.**

DEPARTMENT/QUALIFICATION DESCRIPTION: **"Consulting Services-Hidalgo County Energy Efficiency And Conservation Strategy"**

RFQ NO: **2010-339-10-20CGV**

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	**SOQ's REQUEST *VIA**	**SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT**	**DATE**	**PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S**
Huey James, PE,	Email	cgv	9-30-10	10748 Deerwood Park Blvd. South , Jacksonville, FL
Suzie Apel Malone Finkle Eckhardt & Collins, Inc.	email	cgv	9-30-10	8700 Indian Creek Parkway, Suite 180, Overland Park, Kansas
Emergent Ventures International Inc. Thomas Loxley Rosenberg	email	cgv	9-30-10	71 Stevenson St. Ste. 422 San Francisco, CA
Weaver Marketing Assoc. April Kleinwolterink	email	cgv	9-30-10	12221 Merit Drive, Suite 1400 Dallas, Tx 75251
Morningside Research and Consulting Inc. Shari Holland, M.P. Aff., President	Email	Cgv	9-30-10	PO Box 4173 Austin, Texas 78765
DBA 3C Consulting Sarah Weingarden			9-30-10	
Elise Jackson Integrated Marketing Systems	Email	Cgv	9-30-10	945 Hornblend Street, Ste G San Diego, CA 92109
Larry B. Daniels Jci	email	cgv	9-30-10	
TEDSI Infrastructure Group Maria Lugo	email	cgv	9-30-10	1201 E. Expressway 83 Mission, Texas 78572
Brandy Celedon	email	cgv	9-30-10	

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
PROPOSER LIST MAIL OUT (PLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFQ ACCEPTANCE DATE: **October 20, 2010** RFP/Q ACCEPTANCE TIME: **9:30 A.M.**

DEPARTMENT/QUALIFICATION DESCRIPTION: **"Consulting Services-Hidalgo County Energy Efficiency And Conservation Strategy"**

RFQ NO: **2010-339-10-20CGV**

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	**SOQ's REQUEST *VIA**	**SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT**	**DATE**	**PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S**
Sara Talarczyk DBR Engineering Consultants	Email	cgv	9-30-10	
Kerri D. Howell Lockwood, Andrews & Newman, Inc.	email	cgv	9-30-10	2925 Briarpark Drive, Ste 400 Houston, Texas 77042
Lisa Bradford Technology Transfer Services	email	cgv	9-30-10	
Mike Hoffman URS Corporation	email	cgv	9-30-10	9400 Amberglen Boulevard Austin, Texas 78729
Randy Whiddon Ecco Assets Solutions	email	Cgv	9-30-10	
Paul Favetella The Eric Ryan Corporation	email	cgv	9-30-10	PO Box 473, I Early St. Ste. A Ellwood City, PA 16117
Kaytie D. Ruditys GSD Associates, Inc.	email	cgv	9-30-10	1850 Parkway Place Ste 800 Marietta, GA 30067
David Kramer Patrick Engineering Inc.	email	cgv	9-30-10	
Frost E. Gardner, PE Aguirre Roden	email	cgv	9-30-10	10670 N. Central Expressway 6th Floor Dallas, Texas 75231
Haley Sawyer Navigant Consulting, Inc.	email	cgv	9-30-10	77 South Bedford St. Ste 400 Burlington, MA 01803
George Bowden Freese and Nichols, Inc.	email	cgv	10-1-10	4055 International Plaza, Ste 200 Fort Worth, Texs 76109
Scott Johnson McKinstry Consulting	email	cgv	10-1-10	
Michael Wong Tom Green & Company Engineers, Inc	email	cgv	10-1-10	3701 Executive Center Dr. Ste 258 Austin, Texas 78731

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFQ ACCEPTANCE DATE: **October 20, 2010** RFP/Q ACCEPTANCE TIME: **9:30 A.M.**

DEPARTMENT/QUALIFICATION DESCRIPTION: **"Consulting Services-Hidalgo County Energy Efficiency And Conservation Strategy"**

RFQ NO: **2010-339-10-20CGV**

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	**SOQ's REQUEST *VIA**	**SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT**	**DATE**	**PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S**
Zack Ziemba ICF International	email	cgv	10-1-10	
Xochilt Ortiz Broaddus & Associates	email	cgv	10-4-10	
Antonio Olivarez FSG Lonestarltg	IP	Antonio Olivarez	10-4-10	
Anthony Covacevich Rutledge & Associates	IP	Anthony Covacevich	10-6-10	
Tara Martinez Americas Houston Core Services	email	cgv	10-4-10	One Westchase Center 10777 Westheimer Rd Ste 1160 Houston, Tx 77042
Laura Crawford Perkins & Will	email	cgv	10-4-10	10100 North Central Exprway, Ste 300 Dallas, Texas 75231
.Denise Granado Chavez Schneider Electric	email	cgv	10-4-10	1474 W. Price Rd. Ste 7 #405 Brownsville, Tx 78520
Adrian Wisneiwski Architectural Energy Corporation	email	cgv	10-4-10	2540 Frontier Ave. Suite 100 Boulder, Colorado 80301
Matt Tepper Weatherization Management Group, LLC	email	cgv	10-7-10	5949 Sherry Lane, Ste 960 Dallas, Tx 75225
Clementina Capps JJA, Inc	Email	Cgv	10-15-10	8150 N. Central Exprsway Ste M-2100 Dallas Texas 785206

HIDALGO COUNTY PURCHASING DEPARTMENT
QUALIFICATION ACCEPTANCE SHEET

DEPARTMENT NAME: **HIDALGO COUNTY**

SOQ's Acceptance Date: **October 27, 2010**	SOQ's ACCEPTANCE TIME**: 9:30 A.M.**

DESCRIPTION OF QUALIFICATIONS: **"Consulting Services-Hidalgo County Energy Efficiency and Conservation Strategy"**

QUALIFICATIONS NO: **2010-339-10-20CGV**

RFP #	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF RFQ RESPONSE	ADDENDUM #1 & #2	
#01	**Freese & Nichols Inc.**	√√	√	√
#02	**Vazaldua & Associates**	√√	√	√
#03	**GDS Associates Inc.**	√√	√	√
#04	**Lockwood, Andrews & Newnam, Inc.**	√√	√	√
#05				
#06				
#07				
#08				
#09				
#10				

HIDALGO COUNTY
"Consulting Services for Hidalgo County Energy Efficiency and Conservation Strategy"
RFQ NO.: 2010-339-10-20CGV

EVALUATIONS GRID

Participating Firms:→→→→→	***Freese & Nichols Inc.***	***Vazaldua & Associates***	***GDS Associates Inc.***	***Lockwood, Andrews & Newnam, Inc.***
Grader #1	94	91	94	98
Grader #2	93	98	93	91
Grader #3	73	75	66	92
Grader #4	85	99	78	83
Grader #5	95	97	91	93
Total Score:	440	460	422	457
Average:	88	92	84.4	91.4

Ranked: 1._____

Ranked 2._____

Ranked 3:_____

Ranked 4:_____

AI-24445 **16.B.1.**

Acceptance & Approval of Inv.-S&B-w/Authority to Pay
CC REGULAR

Date:	12/21/2010
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 4

Information

CAPTION

Acceptance and approval of Invoice U0061.200.04 (thru 12-31-2004) submitted by S&B Infrastructure, LTD. as reviewed by Raul E. Sesin, PE (Hidalgo County Planning Dept.) in the amount of $69,981.91 in connection with services rendered as authorized in WA #2 (C-01-225-11-28/Adv. Proj. Dev., Prel. Eng.-Final Design-Plans-Specs. & Est. for Inner-Outer Loop within Pct. 4-Hidalgo County, Texas) prior to the "Hold Status" placed on Project by Hidalgo County with authority for Treasurer to issue payment after auditor's processing procedures completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1332-431-00-124-025-0-334

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

BUDGETARY IMPACT:

Funding pending transfer (interdept/appropriation AI#24513)

Attachments

Link: Letter

Link: Contract Documentation

Link: Work Authorization #2

Link: Invoice Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	12/17/2010 01:45 PM	APRV
2	Budget & Management	Erika Zamora	12/17/2010 01:46 PM	APRV
3	Manuel Chapa	Manuel Chapa	12/17/2010 03:13 PM	APRV
4	Auditor's Office		12/17/2010 04:46 PM	NEW

Form Started By: Marty Salazar — Started On: 12/15/2010 02:10 PM

Final Approval Date: 12/17/2010

PLANNING DEPARTMENT
County Of Hidalgo

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

October 21, 2010

Honorable Commissioner Oscar L. Garza, Jr.
1102 North Doolittle Road
Edinburg, Texas 78539

RE: Hidalgo County Contract No. C-01-225-11-25
Military Highway – US 83 Connector North

Dear Commissioner Garza,

I have reviewed the submittal from Sharlotte L. Teague, PE, Project Manager, S & B Infrastructure, LTD., and concur with the final request for services rendered as documented on S & B Invoice No. U0061.200-04.

The work performed is through December 31, 2006, which was prior to the project being placed on hold by the County. Attached is progress report No. 4 documenting the efforts expended by the consultant through December 31, 2006.

Please advise if you have any questions or need additional information.

Respectfully,
Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

C: Sharlotte L. Teague, PE, Project Manager, S & B Infrastructure

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES

C-01-225-11-28

THIS AGREEMENT is made, by and between **HIDALGO COUNTY,** acting herein by and through the **Commissioner's Court,** hereinafter called the "**Owner**", and **S&B INFRASTRUCTURE, LTD.,** professional engineers of McAllen, Texas, hereinafter called the "**Engineer**".

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for ***the advance project development (APD), preliminary engineering, final design, and plans, specifications & estimates (PS&E) for the Inner-Outer Loop within Precinct 4, Hidalgo County, Texas*** (hereinafter referred to as the "**Project**").

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow, and for having rendered such services, the **Owner** agrees to pay the **Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1. Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** -***Services to be Provided by the Owner***, attached hereto and made a part of this Agreement. The **Engineer** shall render professional services for the development of the **Project** and fulfillment of this Agreement as follows (and more particularly identified in **EXHIBIT "B"**-***Services to be Provided by the Engineer***, attached hereto and made a part of this

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the **28th** day of **November, 2001**.

ENGINEER:
S&B INFRASTRUCTURE, LTD.

BY: _____
Daniel O. Rios, PE, Vice-President

OWNER:
HIDALGO COUNTY

BY: _____
Jose Eloy Pulido, County Judge

ATTEST:

_____
J. D. Salinas, Hidalgo County Clerk

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be Provided by the Owner
EXHIBIT B	-Scope of Services to be Provided by the Engineer
EXHIBIT C	-Work Schedule
EXHIBIT D	-Engineer's Contract Rates
EXHIBIT D1	-Fee Breakdown
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-Certificate of Insurance (*Hidalgo County*)
EXHIBIT H	-Computer Graphics Files

11-28-01

B. **Approval of a Professional Services Contract with Noe Garza Engineering, Inc. – City of Elsa – Street Improvements – UC Year 14 (2001)**

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

12. **Head Start:**
Discussion and possible action on 2002 Budget Adjustment

On motion with Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

13. **Elections Department:**
A. **Approval for the County of Hidalgo to perform Election Services for the Hidalgo County Democratic Party for the March 12, 2002 Primary Election (Texas Election Code Section 31.092 (a))**

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

B. **Approval of the written agreement between the County of Hidalgo and the Hidalgo County Democratic Party for the March 12, 2002 Primary Election (Exhibit "B")**

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

C. **Approval for the County Elections Administrator to serve as the duly authorized representative for the County of Hidalgo, specifically in the capacity of the "County Election Officer" for the purpose of performing election services for the Hidalgo County Democratic Party, March 12, 2002 Primary Election (Pursuant to Section 31.091 (1) of the Texas Election Code, the County Election Officer means the Elections Administrator) (Exhibit "C")**

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

14. **Pct. #1:**
A. **Consideration to adopt a Proclamation declaring December 02, 2001 as Ruben Rodriguez Day**

On motion of Commissioner, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

15. **Pct. #4:**
A. **Authorization to approve Professional Services Agreement with S & B Infrastructure, LTD. for the advanced project development (APD), preliminary engineering, final design, plan specifications and estimates for the Inner-Outer Loop within Pct. #4, Hidalgo County**

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

16. **Human Services:**
A. **Discussion and/or action, including, but not limited to the following items:**
1. **Indigent Health Care expenditures**
2. **Modify Services being provided**
3. **Report and Recommendations regarding Indigent Health Care**

Nothing to report on this item.

17. **Purchasing Department:**
A. **HIDALGO COUNTY -**
1. **Discussion and/or action, including, but not limited to the following items:**

HIDALGO COUNTY

COMMISSIONERS' COURT AGENDA REQUEST FORM

"EXHIBIT A"
NO:

Date: November 21, 2001 Meeting date request: November 28, 2001

Deadline for Action: A.S.A.P Contact Person: COMM. OSCAR L. GARZA JR.

Department: HIDALGO COUNTY PCT. #4 Phone: 383-3112 Fax: 381-5905

Dept. Head/official Signature: O. L. Garza Jr.

CAPTION:

1. Authorization to approve Professional Services Agreement with S & B Infrastructure, Ltd. for the advanced project development (APD), preliminary engineering, final design, plan specifications and estimates for the Inner-Outer Loop within Precinct 4, Hidalgo County.

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

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: _____ Funds/Staffing Budgeted: Yes ___ No ___
Acct Code: _____ Impact on Future Budget: Yes _____ No _____
Comments:

Action taken by Commissioner' Court:
Approved _____ Tabled _____ Denied _____ Motion Made by _____ Seconded _____ Vote _____

EXECUTED

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 6 of the **Agreement** made by and between the **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **S&B INFRASTRUCTURE, LTD.**, professional engineers of McAllen, Texas, hereinafter called the "**Engineer**".

PART 1. Scope of Work. The purpose of this Work Authorization is to ***perform a Phase I - Route Analysis for the Military Hwy – US 83 Connector North, from the southern boundary of Hidalgo County Precinct 4 to FM 490 within Hidalgo County, Texas*** (hereinafter referred to as the "**Project**").

The scope of services to be provided by the **Owner** is identified in **ATTACHMENT "A"** –***Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **ATTACHMENT "B"** – ***Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. Estimated Cost. The estimated cost for services under this Work Authorization is ***three hundred sixty-one thousand and four hundred fifty dollars ($361,450)***. This amount is based upon the costs outlined in the ***Estimated Cost Proposal*** attached hereto as **ATTACHMENT "D"**.

PART 3. Payment. Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

PART 4. Period of Service. This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and all work associated with this Work Authorization shall be performed within the time period identified in the ***Work Schedule*** attached hereto as **ATTACHMENT "C"**.

PART 5. Responsibilities and Obligations. This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 6. Acceptance and Acknowledgement. This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of 29th day of March 2005.

5th ..., April ...

THE ENGINEER:
S&B INFRASTRUCTURE, LTD.

BY: _____
Sharlotte L. Teague, PE, Project Manager, S&B Infrastructure, Ltd.

THE OWNER:
HIDALGO COUNTY

BY: _____
Oscar L. Garza, Jr., Commissioner, Precinct 4

LIST OF ATTACHMENTS

ATTACHMENT "A"	-	Services to be Provided by the Owner
ATTACHMENT "B"	-	Services to be Provided by the Engineer
ATTACHMENT "B1"	-	Project Study Area Map
ATTACHMENT "C"	-	Work Schedule
ATTACHMENT "D"	-	Estimated Cost Proposal

ATTACHMENT "A"
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project** for this work authorization. (The **Project** is further defined and more particularly identified in **ATTACHMENT "B"** attached to this work authorization).

GENERAL
The **Owner** will provide to the **Engineer** the following:

(1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 5, Article 6, and Article 7 of the Agreement.

(2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, **State** and Federal agencies that the **Engineer** cannot easily obtain.

(3) Provide any available relevant data the **Owner** may have on file concerning the project.

(4) Provide timely review and decisions in response to the **Engineer**'s request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed-upon work schedule prepared in accordance with **ATTACHMENT "C"** attached to this Agreement.

(5) Assist with right-of-entry, as required.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

PHASE I:
ADVANCE PROJECT DEVELOPMENT(APD), ROUTE ANALYSIS
Specific work activities to be provided by the **Owner** for this work authorization/phase will include:

FC 110 Route Analysis
The **Owner** shall provide to the **Engineer** the following:

(1) Any existing survey data, including field and aerial surveys, if available.

(2) Existing right of way plans, if available.

(3) Assist in preliminary utility investigations.

(4) Reports or documents associated with the Project.

(5) Traffic data projections of user type and frequency, etc., if available.

(6) Attend preliminary concept conference; review and approve project design criteria.

(7) Review and approve the "Alternatives Analysis Report" prepared by the **Engineer** and more particularly identified in Attachment "B" of this work authorization.

FC 120 Environmental Document Preparation & Public Involvement

The **Owner** shall provide to the **Engineer** the following:

(8) Assist the **Engineer** in the preparation of the project mailing list; provide representations at all public involvement meetings more particularly identified in Attachment "B" of this work authorization, approve agenda / exhibits, approve date and locations of each meeting, review and approve Public Meeting Report.

FC 164 General Coordination

The **Owner** shall attend/participate in progress meetings with the **Engineer** as required.

ATTACHMENT "B"

Services to be Provided by the Engineer

GENERAL

For this work authorization, the **Engineer** shall perform activities for the development of the following phase:

PHASE I: ADVANCE PROJECT DEVELOPMENT (APD), ROUTE ANALYSIS

The work to be furnished by the **Engineer** under this work authorization shall consist of engineering services required to ***perform a Phase I - Route Analysis (3 alternative routes / selection of the preferred) for the Military Hwy – US 83 Connector North, from the southern boundary of Hidalgo County Precinct 4 to FM 490 within Hidalgo County, Texas*** (hereinafter referred to as the "**Project**") The project study corridor is identified as shown in **ATTACHMENT "B1"**. Note: This phase (Phase I) may require additional work authorizations and/or special services to provide the total requirements for a final report.

All documents for the **Project** shall be prepared in the English language and in English units.

The **Engineer** shall furnish all equipment, materials, supplies, and incidentals as needed to perform these services, except as otherwise specified in ATTACHMENT "A".

The **Engineer** shall perform all work efforts and prepare all deliverables in accordance with the applicable/current requirements of the American Association of State Highway and Transportation Officials (AASHTO), the American Society for Testing and Materials (ASTM), and the Texas Department of Transportation's (TxDOT) specifications, standards, and manuals. Whenever possible, TxDOT's standard drawings, standard specifications or previously-approved special provisions and/or special specifications will be used.

The **Engineer** shall provide traffic control in accordance with the Texas Manual of Uniform Traffic Control Devices (MUTCD) when performing any field activities associated with this Agreement.

The **Engineer** shall develop/submit a work schedule with milestone activities and/or deliverables identified.

The **Engineer** shall proactively manage the development of the **Project** in accordance with the general coordination requirements outlined under **FC 164** shown at the end of this exhibit.

PHASE I:
ADVANCE PROJECT DEVELOPMENT(APD), ROUTE ANALYSIS

Specific work activities to be provided by the **Engineer** for this work authorization/phase will include (and, in accordance with Article 5.2 of the Agreement, work activities for FC 120, and FC 150 are considered ***Special Services***):

FC 110 Route Analysis

(1) The **Engineer** shall perform site visits for field reconnaissance; site visits to be performed by designers and environmental staff to identify constructibility issues, including constraints and potentially significant structures.

(2) The **Engineer** shall gather data to include, but not be limited to previous studies, land records, property and facility management records, land use, engineering data, permits, public safety requirements, and/or environmental requirements from previous studies.

(3) The **Engineer** shall coordinate and conduct a preliminary concept conference.

(4) The **Engineer** shall develop the project design criteria (roadway, drainage, etc.) in accordance with current TxDOT and/or AASHTO guidelines; preliminary typical sections shall be developed and conform to the approved project design criteria.

(5) The **Engineer** shall determine a maximum of three alternative routes, and perform a route analysis.

(6) The **Engineer** shall develop a constraints map as a conceptual schematic for the various alternative routes, including a conceptual centerline layout, within approved project design criteria, for each alternative route

(7) The **Engineer** shall develop a preliminary traffic analysis with data provided by the Hidalgo County Metropolitan Planning Organization.

(8) The **Engineer** shall prepare preliminary cost estimates for each alternative route.

(9) The **Engineer** shall prepare a final report **(Alternatives Analysis Report)** including alternate alignment solutions and recommendations with associated cost estimates for each alternate solution and final recommendation; summarize each alternate solution in sufficient detail to indicate clearly the problems involved in order for **Owner** to make the appropriate comparisons to the **Engineer**'s final recommendations and provide the required approvals for further project development; provide a formal and clearly outlined recommendation regarding the preferred alignment(s) of the project; prepare bound copies of the preliminary and / or final report, including all attachments, exhibits, preliminary layouts, sketches, profiles, and cost estimates

FC 120 Environmental Document Preparation & Public Involvement

(10)The **Engineer** shall develop a ***preliminary*** environmental analysis, including a constraints matrix.

(11)The **Engineer** shall coordinate and conduct preliminary public involvement to include:

- ***Two Stakeholder Meetings*** – To present the route alternatives, discuss the project development process, and obtain input from the major stakeholders and agencies on constraints and issues; the **Engineer** shall meet individually with stakeholders along with the **Owner** as may be required; all input shall be studied / analyzed in the development of the **Project**'s constraint matrix.
- ***One Public Information Workshop*** – To present route analysis at 75% stage; to introduce project concept, project development process, and preliminary corridor/routes, and to solicit public comment.
- ***One Public Meeting*** **(1)** – To introduce preferred route, and to solicit public comment.

(12) The **Engineer** shall prepare a "Public Meeting Report", incorporating agenda, minutes, comments, and conclusion regarding this phase of Project development. The "Public Meeting Report" shall be incorporated into the **Feasibility Study**.

FC 150 Field Surveying and Photogrammetry

(13) For the purposes of this phase of the **Project**, the **Engineer** shall obtain aerial photogrammetry with a high level uncontrolled flight obtaining a mosaic in electronic format. This mosaic shall be used as the map background for the purposes of the route alternative analysis, conceptual schematic/constraints mapping (see item (6) under FC 110).

(14) ***Right of Entry:*** It shall be the responsibility of the **Engineer** to secure written permission, as provided by the **Owner**, to enter private property for purposes of survey, environmental and engineering investigations. The **Engineer** shall contact the property owner prior to any entry onto the property owner's property. The property owner shall be informed, by the **Engineer**, the name of the survey party chief or other primary person of contact during each entry.

(The following (FC 164) is not considered ***Special Service***.)

FC 164 Project Management

The **Engineer** shall provide the following management activities in the development of the **Project:**

Progress Meetings

(1) The **Engineer** shall formally meet with the **Owner** on an every-other-month basis to review the progress of the **Project**. The **Engineer** shall prepare minutes for each progress meeting, and provide a copy to the **Owner**.

Quality Control / Quality Assurance

(2) In addition to peer review and **Project Manager** review, the **Engineer** shall perform quality control and assurance (QC/QA) on all deliverables with an independent engineer, within the **Engineer**'s firm, who will assure that the project constructibility requirements (details, specifications, plan notes, etc.) are met at each milestone submittal.

Internal Coordination

(4) The **Engineer**'s **Project Manager** shall provide internal coordination for the development of **Project** progress reports and budget reports, responses to requests for information, and review/preparation of billing and invoicing, as well as coordination with all Project Team members in the development of the project, including quality control / quality assurance, internal project meetings and providing technical assistance.



THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW ONLY UNDER THE AUTHORITY OF:
SHARLOTTE LYNNE TEAGUE, P.E.
TEXAS REGISTRATION 62160
DATE: 1/4/2005
IT IS NOT TO BE USED FOR BIDDING, CONSTRUCTION, OR PERMIT PURPOSES.

MAPPING BACKGROUN
HIDALGO COUNTY MA

Sa.B

HIDALG
MILITA
CONN
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(PHASE

Hidalg
Work Authorization No.


FM 490
US 281
RAMSEYER
SCALE: 1"=6,000'
LEGEND
PROPOSED STUDY COR
AIRPORT

ATTACHMENT "C"
Work Schedule

A detailed work schedule, identified and more particularly described in Article 2.3 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved at the ***Preliminary Concept Conference***. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

- **"Alternatives Analysis Report"** - ***to be provided within 6 months of receiving the aerial flight data.***

The **Engineer** will diligently pursue the completion of this work authorization as defined by the milestones and deliverable due dates outlined the associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

PROJECT: HIDALGO COUNTY LOOP

CLIENT: Hidalgo County, Precinct 4

S&B JOB NO.: U0061.200

FUNCTION CODE & ACTIVITY CODE	DESCRIPTION *from ATTACHMENT B*	SERVICE	MAN-HOURS									ESTIMATED FEE	TOTALS
			Project Manager (VIII)	Engineer (V) Structural	Engineer (V) Hydraulic / Civil	Engr Assistant	Env Scientist	Cost Manager	CADD Operator / Tech (I)	Secretary	TOTAL HRS		
	PHASE I APD - ROUTE ANALYSIS												
110	ROUTE AND DESIGN STUDIES												
	The man-hours shown may not include all activities associated with the development of this phase, subsequent / separate WAs may be required to finalize these activities:												
	Sub Total Labor (ROUTE AND DESIGN STUDIES)		4	61	292	656	0	0	440	82	1,534		$222,837.88
120	SOCIAL, ECONOMIC & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT												
	Sub Total (SOCIAL, ECO, ENV AND PUBLIC INV)		38	0	0	188	120	0	142	148	636		$57,185.80
150	FIELD SURVEYING AND PHOTOGRAMMETRY												
	Sub Total (FIELD SURVEY AND PHOTOGRAMMETRY)		0	0	12	32	0	0	40	0	84		$14,273.92
	PROJECT MANAGEMENT												
164	GENERAL COORDINATION (6 months)												
	Sub Total Labor (GENERAL COORDINATION)		276	0	0	60	0	48	60	98	542		$61,266.40
	Sub Total (LABOR)		318	61	304	936	120	48	682	328	2,796		$355,564.00
	NON LABOR												
	a FedEx Courier											$286.00	
	b Data Reproduction, Maps and Exhibits											$3,600.00	
	c Legal Notices											$1,000.00	
	d Court Reporter - Public Meeting Only											$500.00	
	e Travel - Mileage (to jobsite)											$500.00	
	Sub Total (NON-LABOR)												$5,886.00
												NON LABOR TOTAL	$5,886.00
												BASIC SERVICE TOTAL	$ -
												SPECIAL SERVICE TOTAL	$ 355,564.00
												PROJECT TOTAL	$361,450.00

TERMINATION DATE
DEC 31, 2006

WORK ORDER #1 FINISH 5 PARC
WORK ORDER #2 US83 & 281 N

S&B INFRASTRUCTURE, LTD.
Engineering ✦ Management ✦ Technology

INVOICE

February 10, 2009 HAZARDOUS Route

$361,450

HIDALGO COUNTY (PRECINCT 4)
Attention: Commissioner Oscar Garza
1102 N. Doolittle Road
Edinburg, TX 78539

Project Description:

Hidalgo County Contract No. C-01-225-11-28
PURCHASE ORDER NO. 549270
"Military Hwy - US 83 Connector North"

S&B Invoice No.: U0061.200-04
Invoice Period: thru December 31, 2006

Work Authorization Authorized Amount: $361,450 Contract Type: LS	CONTRACT LIMIT	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT THIS INVOICE
LABOR					
110 ROUTE / DESIGN STUDIES	$222,837.80	53%	$117,187.88	$84,753	$ 32,434.82
120 SOCIAL, ECO, ENV & PUBLIC INV	$57,185.80	34%	$19,433.96	$15,920	$ 3,513.76
150 FIELD SURVEY & PHOTOGRAMMETRY	$14,273.92	100%	$14,273.92	$12,847	$ 1,427.39
164 GENERAL COORD / MANAGEMENT	$61,266.40	100%	$61,266.40	$30,633	$ 30,633.20
NON-LABOR					
Non-Labor	$5,886.00	75%	$4,386.00	$2,413	$ 1,973
				PAYMENT IS REQUESTED IN THE AMOUNT OF:	**$ 69,981.91**

I hereby certify that this invoice is true and correct, and that all services indicated have been provided.

S & B INFRASTRUCTURE, LTD.

Sharlotte L. Teague, PE
Project Manager

IN ACCORDANCE WITH OUR CONTRACT,
PLEASE REMIT: **$ 69,981.91**

S & B INFRASTRUCTURE, LTD.
P. O. Box 201013
Houston, Texas 77216-1013

Attachments:
PROGRESS REPORT NO. 4

PROJECT: Military Hwy - US 83 Connector North
CLIENT: Hidalgo County (Pct 4)

S&EI Job Number: U6061.200

Hidalgo County Contract No. C-01-225-11-28

Hidalgo County Purchase Order No. 549270

PROGRESS REPORT NO. 4

Progress Period: thru December 31, 2006

DESCRIPTION	ESTIMATED LINE ITEM BUDGET	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
LABOR					
110 ROUTE / DESIGN STUDIES					
Perform site visits for field reconnaissance.	$7,666.40	100%	$7,666.40	$7,666.40	$ -
Gather data.	$3,065.38	100%	$3,065.38	$3,065.38	$ -
conference.	$3,453.44	100%	$3,453.44	$863.36	$ 2,590.08
Develop roadway / bridge design criteria (DSR); typical sections.	$3,827.86	100%	$3,827.86	$3,827.86	$ -
Develop conceptual alignments / constraints mapping.	$18,796.00	100%	$18,796.00	$15,036.80	$ 3,759.20
Perform preliminary alignment analysis	$30,360.80	100%	$30,360.80	$24,288.64	$ 6,072.16
Obtain MPO traffic data and evaluations, perform analysis.	$18,199.60	100%	$18,199.60	$4,549.90	$ 13,649.70
Prepare preliminary cost estimates.	$10,498.00	100%	$10,498.00	$8,398.40	$ 2,099.60
Determine preliminary right of way requirements.	$11,388.40	100%	$11,388.40	$9,110.72	$ 2,277.68
Prepare "Alternatives Analysis Report".	$9,932.00	100%	$9,932.00	$7,945.60	$ 1,986.40
alternative).	$105,650.00	0%	$0.00	$0.00	$ -
SUBTOTAL (ROUTE DESIGN / STUDIES)	$222,837.88	53%	$117,187.88	$84,753.06	$ 32,434.82
120 SOCIAL, ECO, ENV, & PUBLIC INV					
Perform preliminary environmental analysis, incl constraints matrix.	$17,568.80	100%	$17,568.80	$14,055.04	$ 3,513.76
Public involvment / coordination.	$20,459.84	0%	$0.00	$0.00	$ -
Prepare and maintain mailing list	$1,865.16	100%	$1,865.16	$1,865.16	$ -
Meeting attendance and assistance (exhibit preparation)	$12,000.00	0%	$0.00	$0.00	$ -
Prepare Public Meeting Report	$5,292.00	0%	$0.00	$0.00	$ -
SUBTOTAL (SOCIAL, ECO, ENV, & PUBLIC INV)	$57,185.80	34%	$19,433.96	$15,920.20	$ 3,513.76
150 FIELD SURVEY AND PHOTOGRAMMETRY					
Photogrametery (High Level Flight / Mosaic)	$8,500.00	100%	$8,500.00	$7,650.00	$ 850.00
Photogrametery Coordination and development of data	$454.08	100%	$454.08	$408.67	$ 45.41
Process, Verify Aerial Work, Incorporate Mapping	$5,319.84	100%	$5,319.84	$4,787.86	$ 531.98
SUBTOTAL (FIELD SURVEY AND PHOTOGRAMMETRY)	$14,273.92	100%	$14,273.92	$12,846.53	$ 1,427.39
164 GENERAL COORD / MANAGEMENT					
Project Manager Internal Coordination	$17,427.68	100%	$17,427.68	$8,713.84	$ 8,713.84
Proj. Meetings (Every-Other-Month)	$14,219.52	100%	$14,219.52	$7,109.76	$ 7,109.76
Quality Control Quality Assurance	$26,080.00	100%	$26,080.00	$13,040.00	$ 13,040.00
Project Secretary /CLERICAL (1 hrs/week)	$3,539.20	100%	$3,539.20	$1,769.60	$ 1,769.60
SUBTOTAL (GENERAL COORD / MANAGEMENT)	$61,266.40	100%	$61,266.40	$30,633.20	$ 30,633.20
TOTAL LABOR	$355,564.00	60%	$212,162.16	$144,152.99	$68,009.17

PROJECT: Military Hwy - US 83 Connector North
CLIENT: Hidalgo County (Pct 4)

S&BI Job Number: U0061.200

Hidalgo County Contract No. C-01-225-11-28

Hidalgo County Purchase Order No. 549270

PROGRESS REPORT NO. 4

Progress Period: thru December 31, 2006

DESCRIPTION	ESTIMATED LINE ITEM BUDGET	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
NON-LABOR					
FedEx Courier	$286.00	100%	$286.00	$117.26	$ 168.74
Data Reproduction, Maps and Exhibits	$3,600.00	100%	$3,600.00	$1,476.00	$ 2,124.00
Legal Notices	$1,000.00	0%	$0.00	$410.00	-$ 410.00
Mylar Plots Outside reproduction	$0.00	100%	$0.00	$0.00	$ -
Court Reporter - Public Meeting Only	$500.00	0%	$0.00	$205.00	-$ 205.00
Travel - Mileage (to jobsite)	$500.00	100%	$500.00	$205.00	$ 295.00
TOTAL NON-LABOR	$5,886.00	75%	$4,386.00	$2,413.26	$ 1,972.74
	$361,450.00	60%	$216,548.10	$146,566.29	

TOTAL INVOICE AMOUNT DUE $ 69,981.91

AI-24376 **16.B.2.**

Real Estate Appraisers for Paved/UnPaved R&B Projects (On an as needed basis)

CC REGULAR

Date:	12/21/2010
Submitted By:	Nielda Cavazos, PURCHASING DEPT.
Submitted For:	Nielda Cavazos
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 4

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of real estate appraisers in connection with professional Real Estate Appraisal Services required for Paved/Unpaved R&B Projects (On an as needed basis) for Precinct No#4 Projects.

Appraiser/Firm	Score	Rank
Professional Appraisals	96	____
Southmost Appraisals	94	____
Leonel Garza Jr., Asso	99	____

c. Authority for the Purchasing Department to negotiate a professional services contract with the No.1 ranked firm of _____ for the provision of Real Estate Appraisal Services for Precinct No. 4 Projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Precinct would need to identify funding source prior to engaging for each project.
On an "as needed basis"

Attachments

Link: grid

Link: Request Email

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	12/09/2010 04:53 PM	APRV
2	Budget & Management	Erika Zamora	12/09/2010 05:10 PM	APRV
3	Manuel Chapa	Manuel Chapa	12/10/2010 07:47 AM	APRV
4	Auditor's Office	Linda Fong	12/17/2010 02:37 PM	APRV
5	Dina Trevino	Erika Zamora	12/17/2010 03:24 PM	APRV

Form Started By: Nielda Cavazos Started On: 12/09/2010 03:28 PM

Final Approval Date: 12/17/2010

Nielda Cavazos

From: Leticia Saenz [leticia.saenz@co.hidalgo.tx.us]
Sent: Monday, November 22, 2010 2:37 PM
To: 'Nielda Cavazos'
Cc: 'Rumaldo Munoz'; 'Darlene Betancourt'
Subject: FW: Request for SOQ sheets for Pct.#4 Real Estate Appraisers

Importance: High

Ms. Nielda-

Ms. Nielda, per our conversation, please forward Statements of Qualifications (SOQs) to Mr. Jr. Munoz (Precinct #4) for the purposes of Appraisal Services for Paved/Unpaved R&B Projects (on an as needed basis). (Please review email below)

Thanks. Let me know if you need more information.

Respectfully,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539
(956) 292-7000 x-4861 fax (956) 318-2629

From: Rumaldo Munoz [mailto:rumaldo.munoz@co.hidalgo.tx.us]
Sent: Monday, November 22, 2010 2:24 PM
To: leticia.saenz@co.hidalgo.tx.us
Subject: Request for SOQ sheets for Pct.#4 Real Estate Appraisers

Good Afternoon

I was just checking on the contracts for Real Estate Appraisers and notice it had expired on the 10th of this month. The Precinct would like to rate the following firms, Professional Appraisals Srv , Southmost Appraisal and Leonel Garza Jr, & Assc. L.L.C. Please provide us with the SOQ's A.S.A.P.

Thanks You
Rumaldo Munoz Jr.
Accounts Payable Specialist III

AI-24428 **16.C.1.**

AWARD of bid -"Turnkey Burial Services Including Cemetary Plots for Unidentified (John/Jane Does) Pauper Remains"

CC REGULAR

Date:	12/21/2010
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, Mid Valley Cemetery Inc. dba/Val Verde Memorial Garden, meeting all specifications/requirements, terms and conditions at attached hereto for: Hidalgo County - "Turnkey Burial Services Including Cemetery Plots for Unidentified (John/Jane Does) Pauper Remains" RFB No. 2010-291-11-10-YZV.

BACKGROUND

Contract Document was reviewed and approved by legal counsel as to form.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 0-1100-444-00-240-002-0-345

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

BUDGETARY IMPACT:

Available balance as of 12-16-10 $37,337.75
Services will be rendered on as "As Needed" Basis Only

Attachments

Link: Dept. Recommendation-Bid Tab

Link: C-10-291-12-21-Contract Documentation

Link: Participation Log

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/15/2010 03:25 PM	APRV
2	Budget & Management	Erika Zamora	12/16/2010 08:20 AM	APRV
3	Manuel Chapa	Manuel Chapa	12/16/2010 02:18 PM	APRV
4	Auditor's Office		12/17/2010 04:46 PM	NEW

Form Started By: Yolanda Velasquez Started On: 12/15/2010 09:21 AM

Final Approval Date: 12/17/2010

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: Dairen Sarmiento

From: Yolanda Velasquez
Purchasing Dept., Buyer II

Date: November 10, 2010

Re: **REQUEST FOR RECOMMENDATION for: RFB-2010-291-11-10-22-YZV HIDALGO COUNTY-HEALTH AND HUMAN SERVICES DEPARTMENT– "TURNKEY BURIAL SERVICES INCLUDING CEMETERY PLOTS FOR UNIDENTIFIED (JOHN-JANE DOE'S) PAUPER REMAINS"**

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, November 17, 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#: 0-1100-444-00-240-001-0-345

Recommendations/Concerns: _____

If you should have any questions or need additional information please let me know.

Eddie Olivarez 11-10-10

AUTHORIZED SIGNATURE PRINTED NAME DATE

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY

BID OPENING DATE: NOVEMBER 10, 2010 | **BID OPENING TIME:** 9:30 A.M.

DESCRIPTION OF BID: "TURNKEY BURIAL SERVICES (INCLUDING CEMETERY PLOTS) FOR UNIDENTIFIED (JOHN/JANE DOE'S) PAUPER REMAINS"

BID NO: 2010-291-11-10-YZV | **BUYER:** Yolanda Velasquez

BID Nº	NAME OF COMPANY	TOTAL PRICE FOR TURNKEY BURIAL SERVICES PER BODY
#1	**Mid Valley Cemetery Inc. dba/Val Verde Memorial Garden**	**$1,645.00**
#2		
#3		
#4		
#5		
#6		
#7		

EXHIBIT "B"

HIDALGO COUNTY

"TURNKEY BURIAL SERVICES (INCLUDING CEMETERY POTS) FOR UNIDENTIFIED (JOHN/JANE DOES) PAUPER REMAINS"

BID No 2010-291-11-10

BID PAGE

All Burial Services will be on "as needed basis only"

Bidders must provide copies of licenses, and certifications required by law to conduct such services with the bid in order to be considered for award.

DESCRIPTION : TURNKEY BURIAL SERVICES PER BODY	UNIT PRICE
To include Cemetery Plot with Opening/Closing Cost of Plot and Concrete Liner (if applicable)	$ 1,645.00

Are you currently registered with the Funeral Services Commission in the State of Texas? Yes [✓] No [ ]

If Yes, state how many years? 19 yrs.

If No, briefly give an explanation: N/A

BIDDER/COMPANY NAME: Mid Valley Cemetery, Inc. dba Val Verde Memorial Gard

ADDRESS: 6200 N. Val Verde Road / P.O. Box 671

CITY/STATE/ZIP CODE: Donna TX 78537

PHONE №: 956-464-6060 **FAX №:** 956-464-6284

CELLULAR №: 956-802-7105 **Email:** valverdememgrdn@aol.com

AUTHORIZED SIGNATURE: Danny R Mills

PRINTED NAME: Danny R. Mills

TITLE: President

OPENED
9:53am
11-10-2010
Witnessed

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-291-12-21

THIS CONTRACT is made and entered into this 21st day of December**,** 2010 by and between the **County of Hidalgo, Texas** ("County"), and Mid Valley Cemetery Incorporation ("Company").

WHEREAS, Company responded to advertised notices for bids for **"**Turnkey Burial Services (Including Cemetery Plots) for Unidentified Pauper Remains" (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 "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to Hidalgo County for "Turnkey Burial Services (Including Cemetery Plots) for Unidentified Pauper Remains". 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. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one (1) year, commencing upon approval of Commissioner's Court and expiring on December 13, 2011 and may be extended a the sole discretion of the County for an additional one (1) year term. 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 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 employment of Company who operate such 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 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:

to County:	The County of Hidalgo Attn: County Judge 1615 S. Closner, Suite J Edinburg, Texas 78539
If to Company	Mid Valley Cemetery Incorporation Dba Val Verde Memorial Gardens P.O. Box 671 6200 N. Val Verde Road Donna, Texas 78537

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:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
ATLAS & HALL, LLP

By: _____
Stephen L. Crain

COMPANY: Mid Valley Cemetery Incorporation
By:_____
Printed Name:_____
Title:_____

EXHIBIT "A"
SPECIFICATIONS

PURCHASING DEPARTMENT
County Of Hidalgo

October 25, 2010

RE: Hidalgo County-Request for Bids – **"TURNKEY BURIAL SERVICES INCLUDING CEMETERY PLOTS FOR UNIDENTIFIED (JOHN/JANE DOE'S) PAUPER REMAINS"**
RFB Nº 2010-291-11-10-YZV

Dear Sir/Madam:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent
MLS/yzv

Enclosures

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

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

Hidalgo County

"TURNKEY BURIAL SERVICES INCLUDING CEMETERY PLOTS FOR UNIDENTIFIED (JOHN-JANE DOES) PAUPER REMAINS"

Bid Nº 2010-291-11-10-YZV

Bid Opening Date: **November 10, 2010 at 9:30 a.m.**

1. Request for Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit "A" Bid Specifications consisting of 3 pages.
4. Exhibit "B" Bid Page consisting of 1 pages.
5. Exhibit "C" Insurance Requirements consisting of 4 pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.
7. Vendor/Bidder Application and W-9 Form consisting of 6 pages.
8. Certification Regarding Debarment, consisting of 1 page.
9. Draft Service Contract consisting of 5 pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing Department by calling (956) 318-2626, advise of missing documentation and Purchasing will forward information either through facsimile or by U.S. Mai.

Thank you

Martha L. Salazar, CPPB, Purchasing Agent — Date

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

Bid No: 2010-291-11-10	Buyer: Yolanda Z. Velasquez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY HEALTH DEPARTMENT
"TURNKEY BURIAL SERVICES INCLUDING CEMETERY PLOTS FOR UNIDENTIFIED (JOHN/JANE DOE'S) PAUPER REMAINS"

BID OPENING DATE

NOVEMBER 10, 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 **"Turnkey Burial Services Including Cemetery Plots for Unidentified (John/Jane Doe's) Pauper Remains - 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-2010-291-11-10-YZV-"Turnkey Burial Services Including Cemetery Plots for Unidentified (John/Jane Doe's) Pauper Remains – 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, NOVEMBER 10, 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-2010-291-11-10-YZV-RFB-"Turnkey Burial Services Including Cemetery Plots for Unidentified (John/Jane Doe's) Pauper Remains – 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 - **"Turnkey Burial Services Including Cemetery Plots for Unidentified (John/Jane Doe's) Pauper Remains -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	**NOVEMBER 10, 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
"Turnkey Burial Services Including Cemetery Plots for Unidentified (John/Jane Doe's) Pauper Remains"
BID NO.: 2010-291-11-10-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: _____

HIDALGO COUNTY
"TURNKEY BURIAL SERVICES INCLUDING CEMETERY PLOTS FOR UNIDENTIFIED (JOHN-JANE DOE'S) PAUPER REMAINS"
BID NO: 2010-291-11-10-YZV

SCOPE OF SERVICE:

Hidalgo County is seeking a "Turnkey Burial Services Including Cemetery Plots for Unidentified (John-Jane Doe's) Pauper Remains" with strict responsible adherence with all specifications and/or requirements contained herein with the bidder submitting the lowest and complying bid. "ALL BURIAL SERVICES" WILL BE ON **"AN AS NEEDED BASIS ONLY".**

SPECIFICATIONS:

Hidalgo County currently has the immediate need to bury the unidentified bodies within a two (2) week turn around period. **Hidalgo County requests that bidders submit bid amounts on a per Turnkey Burial which should include: Cemetery Plot with Opening/Closing costs of Plot and Concrete Liner (if applicable).**

1. Hidalgo County seeks participation from vendors that are properly licensed, registered or otherwise authorized to conduct and render the services specified and detailed herein.

2. Bidders must provide copies of licenses, registrations and certifications required by law to conduct such services with the bid in order to be considered for award.

3. The selected bidder shall be required to comply with all rules and regulations set forth by the State of Texas pertaining to the governance of burials and cemeteries including, but not limited to, the location of the plot, depth of each grave (based on the type of container), keeping records of the interment, preparation of the decedent's body for burial, etc.

   Bidders are required to submit a map showing the proposed plots contained within the cemetery boundaries with specific numbers assigned to each plot.

   A bidder may not adopt or enforce a rule that prohibits internment because of race, color or natural origin of decedent.

   Please provide a written description of the property location and condition. Vendor must be compliant in the maintenance of the cemetery.

4. Cemetery must be located within Hidalgo County.

5. Burial shall take place between Monday through Friday between 8:00 a.m. and 5:00 p.m.

6. Burial shall be in a grave provided by the cemetery. Contractor is required to open and close the grave as appropriate.

7. The entire burial procedure, from time the body is taken in charge by the contractor, until the grave is covered and completed, shall be subject to inspection at any or all times by the County.

8. Any religious services held (if any) shall be at no additional cost to the County.

9. No burial shall be performed unless the funeral director of the Contractor, caretaker of the cemetery or his designated representative is present at all times during the burial.

10. All adults, children and infants will be buried in single burial plots. If cemetery regulations allow, adults may be placed in multiple burial plots of three (3) to a plot. The top of the coffin shall be not less than eighteen (18) inches (or to conform to current Texas Law) below the natural surface of the ground after burial. The mound shall be properly and systematically smoothed off with the surface of the ground (no mounding).
Perpetual care is not required.

TERMS AND CONDITIONS:

1. The term of the contract is for a period of one (1) year with the County's option to renew for an additional year under the same rates, terms and conditions. Hidalgo County reserves the right to extend the bid award for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delay in the delay award of the new bid for next contract term.

2. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

3. Evaluation of bids: All bids shall be evaluated on all factors including but not limited to price, qualification of vendor and ability of vendor to render services, etc., and any other factors considered to be in the best interest of Hidalgo County.

4. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires (b) delivery and acceptance of products and/or performance of service ordered, or (c) terminated by County with thirty day's (30) written notice prior to cancellation.

5. Hidalgo County reserves the right to accept or reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most valuable to the County.

6. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

7. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

8. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits).

ADDITIONAL INFORMATION:

Further information regarding this project can be addressed to the Hidalgo County Purchasing Department. Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding this RFB be addressed to Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent, at 2812 S. Business 281 (Administration Bldg.)-Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via email: yolanda.velasquez@co.hidalgo.tx.us or via facsimile (956) 318-2629 no later than, Wednesday, **November 03, 2010** at 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile or email by no later than 5:00 p.m. Friday, **November 05, 2010.**

EXHIBIT "B"
HIDALGO COUNTY
"TURNKEY BURIAL SERVICES (INCLUDING CEMETERY POTS) FOR UNIDENTIFIED (JOHN/JANE DOES) PAUPER REMAINS"
BID No 2010-291-11-10
BID PAGE

All Burial Services will be on "as needed basis only"

Bidders must provide copies of licenses, and certifications required by law to conduct such services with the bid in order to be considered for award.

DESCRIPTION : TURNKEY BURIAL SERVICES PER BODY	UNIT PRICE
To include Cemetery Plot with Opening/Closing Cost of Plot and Concrete Liner (if applicable)	$

Are you currently registered with the Funeral Services Commission in the State of Texas? **Yes** ☐ **No** ☐

If Yes, state how many years?_____.

If No, briefly give an explanation:_____

_____

BIDDER/COMPANY NAME: _____

ADDRESS:_____

CITY/STATE/ZIP CODE: _____

PHONE №: _____ **FAX №:**_____

CELLULAR №:_____**Email:**_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME: _____

TITLE: _____

EXHIBIT "C"
Insurance Requirements

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

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

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

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

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

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

Revised 10/01/08

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

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

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

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

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.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

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

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

Purpose of Form

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

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

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

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

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

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

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

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

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

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

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

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

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

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

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

2. The treaty article addressing the income.

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

Exempt From Backup Withholding

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

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

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

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

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

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

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

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

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

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

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

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

10. A real estate investment trust,

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

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

13. A financial institution,

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

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

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

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

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

Privacy Act Notice

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

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

Certification
Regarding Debarment, Suspension and Ineligibility

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

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

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

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

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

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

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

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-00-00

THIS CONTRACT is made and entered into this _____ day of _____, **2010** by and between the **County of Hidalgo, Texas** ("County"), and _____. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Turnkey Burial Services (Including Cemetery Plots) for Unidentified Pauper Remains"** (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 "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County** for **"Turnkey Burial Services (Including Cemetery Plots) for Unidentified Pauper Remains"**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

DRAFT

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. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a **period of one (1) year**, commencing upon approval of Commissioner's Court and expiring on _____, and may be extended a the sole discretion of the County for an additional one (1) year term. 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 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 employment of Company who operate such 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 vehicles in providing the Services.

DRAFT

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

DRAFT

shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

to County: The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company _____
_____
_____
_____

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

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) 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.

DRAFT

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

APPROVED AS TO FORM:
ATLAS & HALL, LLP

By: _____
Stephen L. Crain

COMPANY:_____
By:_____
Printed Name:_____
Title:_____

DRAFT

EXHIBIT "B"
VENDOR'S BID

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY

BID OPENING DATE: NOVEMBER 10, 2010	**BID OPENING TIME:** 9:30 A.M.

DESCRIPTION OF BID: "TURNKEY BURIAL SERVICES (INCLUDING CEMETERY PLOTS) FOR UNIDENTIFIED (JOHN/JANE DOE'S) PAUPER REMAINS"

BID NO: 2010-291-11-10-YZV	**BUYER:** Yolanda Velasquez

BID №	NAME OF COMPANY	TOTAL PRICE FOR TURNKEY BURIAL SERVICES PER BODY
#1	**Mid Valley Cemetery Inc. dba/Val Verde Memorial Garden**	**$1,645.00**
#2		
#3		
#4		
#5		
#6		
#7		

EXHIBIT "B"

HIDALGO COUNTY

"TURNKEY BURIAL SERVICES (INCLUDING CEMETERY POTS) FOR UNIDENTIFIED (JOHN/JANE DOES) PAUPER REMAINS"

BID No 2010-291-11-10

BID PAGE

All Burial Services will be on "as needed basis only"

Bidders must provide copies of licenses, and certifications required by law to conduct such services with the bid in order to be considered for award.

DESCRIPTION : TURNKEY BURIAL SERVICES PER BODY	UNIT PRICE
To include Cemetery Plot with Opening/Closing Cost of Plot and Concrete Liner (if applicable)	$ 1,645.00

Are you currently registered with the Funeral Services Commission in the State of Texas? Yes [✓] No [ ]

If Yes, state how many years? 19 yrs.

If No, briefly give an explanation: N/A

BIDDER/COMPANY NAME: Mid Valley Cemetery, Inc. dba Val Verde Memorial Gard

ADDRESS: 6200 N. Val Verde Road / P.O. Box 671

CITY/STATE/ZIP CODE: Donna TX 78537

PHONE №: 956-464-6060 **FAX №:** 956-464-6284

CELLULAR №: 956-802-7105 **Email:** valverdememgrdn@aol.com

AUTHORIZED SIGNATURE: Danny R Mills

PRINTED NAME: Danny R. Mills

TITLE: President

OPENED
9:53am
11-10-2010
Witnessed

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/16/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Texas, In 1400 N McColl Rd Suite 105 P O Drawer 3785 McAllen, TX 7850	CONTACT NAME: PHONE (A/C, No, Ext): 956 682-9423 FAX (A/C, No): 956871286 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:
INSURED Mid-Valley Cemeteries Inc DBA Val Verde Memorial Gardens P O Box 571 Donna, TX 78537	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Hartford Lloyds — 38253 INSURER B : Texas Mutual Insurance Company — 22945 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			65SBATP9271	03/27/2010	03/27/2011	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			SBP0001136126	09/25/2010	09/25/2011	WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	N/A					E.L. EACH ACCIDENT	$500,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Hidalgo County is covered as Additional Insured when required by written contract on the General Liability.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, TX 78539

CANCELLATION 10 Days for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SHEPARD INS AGCY
PO BOX 4288
MCALLEN, TX 7850?

007856

PROGRESSIVE

Named insured

MID-VALLEYCEME :RY INC
VAL VERDE MEMC :AL G
P O BOX 671
DONNA, TX 78537

Policy number: 02005535-7
Underwritten by:
Progressive County Mutual Ins Co
March 24, 2010
Policy Period: Feb 6, 2010 - Feb 6, 2011

progressiveagent.com
Online Service
Make payments, check billing activity, print policy documents, or check the status of a claim.

956-686-3888
SHEPARD INS AGCY
Contact your agent for personalized service.

800-444-4487
For customer service if your agent is unavailable or to report a claim.

Commercial Auto Insurance Coverage Summary

This is your Declarations Page

Your coverage has changed

Your coverage began on February 6, 2010 at 12:01 a.m. This policy expires on February 6, 2011 at 12:01 a.m.

This coverage summary replaces your prior one. Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits. The policy contract is form 6912 (03/05). The contract is modified by forms Z438 (07/05), Z435 (12/06), Z528TX (03/07), 1652TX (05/07), 2852TX (02/07), 4852TX (03/07) and 4881TX (05/09).

The named insured organization type is a corporation.

Policy change effective March 23, 2010

Premium change:	$1,129.00
Changes:	The auto coverage schedule has changed.

The changes shown above will not be effective prior to the time the changes were requested.

Outline of coverage

Description	Limits	Deductible	Premium
Liability Coverage			$1,214
Bodily Injury and Property Damage Liability	$1,000,000 combined single limit		
Insured/Underinsured Motorist	$100,000 combined single limit		320
Uninsured Motorist Property Damage	$100,000 each accident	$250	176
Personal Injury Protection	$5,000 each person		136
Comprehensive			239
See Auto Coverage Schedule	Limit of liability less deductible		
Collision			362
See Auto Coverage Schedule	Limit of liability less deductible		
Subtotal policy premium			**$2,447**
Automobile Theft Prevention Authority Fee			2
Total 12 month policy premium			**$2,449**

Rated driver

DANNY MILLS

Auto coverage schedule

1 **2003 Ford Van**
VIN: 1FTRE14233HA11722

Stated Amount: $17,294
Garaging Zip Code: 78537 Radius: 50

	Liability	UM/UIM BI	UM PD	PIP	
Liability Premium	$607	$160	$88	$68	
Physical Damage Premium	**Comp Deductible**	**Comp Premium**	**Collision Deductible**	**Collision Premium**	**Auto Total**
	$250	$111	$500	$166	**$1,200**

2 **2009 Ford Econoline E150**
VIN: 1FTNE14W49DA23590

Stated Amount: $23,243
Garaging Zip Code: 78537 Radius: 50

	Liability	UM/UIM BI	UM PD	PIP	
Liability Premium	$607	$160	$88	$68	
Physical Damage Premium	**Comp Deductible**	**Comp Premium**	**Collision Deductible**	**Collision Premium**	**Auto Total**
	$250	$128	$500	$196	**$1,247**

Premium discounts

Policy	
02005535-7	Business Experience and Renewal

PGULA01F 007555 003 C 002 001 0000000000000 151100006994

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: NOVEMBER 10, 2010 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION:"TURNKEY BURIAL SERVICES INCLUDING CEMETERY PLOTS FOR UNIDENTIFIED (JOHN-JANE DOE'S) PAUPER REMAINS"- HIDALGO COUNTY BID NO.: 2010-291-11-10-YZV

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1Lord & I Cemetery, INC Evelyn/John David Santos	BLM	vwmission@hotmail.com	10/26/10	2200 N. Conway Mission, Texas 78572 Tel: 956-585-2721
2JHighland Memorial Park Ruben Macias	BLM	ruben.macias@sci-us.com	10/26/10	6705 N. FM 88 Weslaco, Texas 78596 Tel: 956-968-5538
3Rose Lawn Cemetery Ms. Cavazos	BLM	roselawn.perpetual@sbcglobal.net	10/26/10	1201 S. Main McAllen, Texas 78501 Tel: 956-686-4741
4La Piedad Cemetery Jose	BLM	lapiedadcemeterio@sbcglobal.net	10/26/10	1801 Wichita Avenue McAllen, Texas 78502 Tel: 956-686-1281
5Gardens of Angels Sam Olivarez/JJ Garcia/Amy	BLM	(Not interested) (No funeral director)	10/26/10	1½ S. Abram Rd Mission, Texas 78573 Tel: 956-519-4749
6Donna City Cemetery Irene Limon	BLM	To please mail packet	10/26/10	307 S. 12th Street Donna, Texas 78537 Tel: 956-464-3314
7Hillcrest Memorial Part Iris Flores	BLM	irisram@gmail.com	10/26/10	P. O. Box 629 Edinburg, Texas 78540 Tel: 956-383-5866
8Valley Memorial Gardens Alejandra Flores	BLM	alejandra.flores@sci-us.com	10/26/10	3605 N. Taylor Rd Mission, Texas 78572 Tel: 956-686-8101
9Palm Valley Memorial Nancy	BLM	Not sure if they want packet Left my number	10/26/10	4607 N. Sugar Road Pharr, Texas 78577 Tel: 956-787-5222
10San Juan Cemetery Lalo	BLM	(Not interested)	10/26/10	105 Amy Drive San Juan, Texas 78589 Tel: 956-821-1019
11Val Verde Memorial Gardens Danny Mills/Esperanza	BLM	To please mail packet Attn. Danny Mills valverdememgrdn@aol.com	10/26/10	P. O. Box 671 Donna, Texas 78537 Tel: 956-464-6060
12 Memorial Funeral Home Leon DeLeon	TR/Email	memfuneral@aol.com	10/27/10	208 East Canton Edinburg, Texas 78539

***VIA:**
IN PERSON (IP) **BIDDER LIST MAIL OUT (BLM)**
E-MAIL (EM) **TELEPHONE REQUEST (TR)**

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: NOVEMBER 10, 2010 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "TURNKEY BURIAL SERVICES INCLUDING CEMETERY PLOTS FOR UNIDENTIFIED (JOHN-JANE DOE'S) PAUPER REMAINS"- HIDALGO COUNTY BID NO.: 2010-291-11-10-YZV

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
13. Grupo Deco Jose Sanchez Jr.	TR/EM	josesanchezjr@gmail.com	11/03/10	Tel: 956-843-7993
14.Prime Vendor INC. Kate Hanly	Email	bids17@prime-vendor.com	11/04/10	4622 Cedar Avenue, Suite 123 Wilmington, North Carolina 28403 Tel: 800-746-8307

***VIA:**
IN PERSON (IP) **BIDDER LIST MAIL OUT (BLM)**
E-MAIL (EM) **TELEPHONE REQUEST (TR)**

AI-24425 **16.C.2.**

REJECT BIDS-"Funeral & Burial Services for H.C. Qualified Indigent Families"
CC REGULAR

Date:	12/21/2010
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

a. Requesting approval of the sixty (60) day grace period extension as provided under current Contract #C-09-002-01-06 between Hidalgo County and Memorial Funeral Home so as to have no lapse in services while procurement process is completed;

b. Recommending to reject all bids received on RFB 2010-292-12-01-YZV for Hidalgo County - "Funeral and Burial Services for H.C. Qualified Indigent Families" with authority to re-advertise project with modified specifications including approval of procurement packet (i.e. specifications/requirements, legal notice, draft service contract, etc.) as attached hereto for: Hidalgo County Health Department - "Funeral & Burial Services for H. C. Qualified Indigent Families". RFB No. 2011-024.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-444-00-240-002-0-345

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

BUDGETARY IMPACT:

Available balance as of 12-16-10 $34,942.75
Services will be rendered on as "As Needed Basis"
2011 Proposed budget object code 345 $110,000

Attachments

Link: 60 day letter

Link: Legal Notice-Specifications-BID Page

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/15/2010 03:32 PM	APRV
2	Budget & Management	Erika Zamora	12/16/2010 08:20 AM	APRV
3	Manuel Chapa	Manuel Chapa	12/16/2010 11:35 AM	APRV
4	Auditor's Office	Linda Fong	12/17/2010 02:32 PM	APRV

Form Started By: Yolanda Velasquez
Started On: 12/15/2010 08:14 AM
Final Approval Date: 12/17/2010

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

December 15, 2010

Mr. Leon De Leon
Memorial Funeral Home
208 East Canton
Edinburg, Texas 78539

Re: EXTENSION – SIXTY (60) DAY GRACE PERIOD – E-09-505-12-08 - "FUNERAL AND BURIAL SERVICES FOR HIDALGO COUNTY"

Dear Mr. De Leon

Commissioners' Court will take applicable action on (Tuesday, December 21, 2010) in connection with Hidalgo County's option to exercise the Sixty (60) Day grace period as stated in the current contract in place while the procurement process is completed (under the same rates terms and conditions).

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, December 17, 2010, attn: Leticia Saenz, Contracts Manager to facsimile (956) 318-2629 or via email: leticia.saenz@co.hidalgo.tx.us .

By Leon De Leon Date: 12-16-10
Leon De Leon

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 ext. 4861. . Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

Bid No: 2011-024-01-19	Buyer: Yolanda Z. Velasquez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY HEALTH DEPARTMENT

"FUNERAL AND BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES"

BID OPENING DATE

JANUARY 19, 2011

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 **"FUNERAL AND BURIAL SERVICES FOR H.C. QUALIFED INDIGENT FAMILIES- 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-2011-024-01-19-YZV-"Funeral and Burial Services for H. C. Qualified Indigent Families – 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, DECEMBER 01, 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-2011-024-01-19-YZV-RFB-FUNERAL AND BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES – 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 - **"FUNERAL AND BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES-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	**JANUARY 19, 2011**
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

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
FUNERAL AND BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMLIES"
BID NO.: 2011-024-01-19-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"

"FUNERAL & BURIAL SERVICES FOR HIDALGO COUNTY
QUALIFIED INDIGENT FAMILIES"
RFB No. 2011-024-01-19-YZV

SCOPE: The County of Hidalgo is seeking a provider for "Funeral & Burial Services for Hidalgo County Qualified Indigent Families", with strict responsible adherence with all specifications and/or requirements contained herein with the bidder submitting the lowest and complying bid. This RFB seeks to solicit interested parties who can bid on the entire process of providing the needed services for a simple yet dignified interment of indigent county residents on a unit basis.

The Hidalgo County Health and Human Services Department is the County's agency designated to coordinate "Funeral and Burial Services" for Hidalgo County's qualified indigent families. Before payment will be made by Hidalgo County, the contractor shall refer families and/or representatives of the deceased to the Hidalgo County Health and Human Services, Attn. Dairen Sarmiento, 1304 S. 25th Avenue, Edinburg, Texas 78539, and/or to the locations listed in Attachment **"A"** for the application screening process Monday through Friday 8:00 a.m. – 5: 00 p.m. The Health and Human Services Department chief or designated agent shall give a voucher to the contractor to claim the body and prepare it for possible burial. When a burial occurs, the unit pricing includes a casket, service and graveside services.

Contractor shall furnish, with the invoice for services, an affidavit of fact, properly made out and sworn to, that these specifications have been strictly adhered to and that he has neither solicited nor received any compensation from any person for the services for which Hidalgo County is being charged.

Bidders must provide copies of Funeral Director Licenses, Establishment Licenses and certifications, etc. required by law to conduct such services with the bid in order to be considered for award.

VOLUME:
The annual estimated quantities contained as part of this bid packet are based on Hidalgo County Health and Human Services Department records for the year 2009. All services will be on an **"AS NEEDED BASIS ONLY"** and there is no guarantee of annual volume.

Annual Estimated Quantities for the Year 2009		
Description: Traditional **Funeral Services**	**Description:** Traditional **Burial Services** with Burial Plot Marker (Single burial plot)	**Description:** Cremations & Internment of Cremated Remains
Adults (12 years and over) and Child (4-11 Years) **68** Infant (0-3 years) **53**	Adults (12 years and over) and Child (4-11 years) **55** Infant (0-3 years) **49**	Adults (12 Years and over) **54** Infants (0-11 Years) **11** Internment of Cremated Remains **0**

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OPTION "A"
CREMATION OR TRADITIONAL FUNERAL SERVICES

SPECIFICATIONS:

The following Schedule provides specifications to be followed for Funeral Services:

a) **REMOVABLE OF THE BODY**: The Contractor will provide for removal of the Decedent's body from place of death within Hidalgo County by Hidalgo County contract awarded vendor

b) **FUNERAL DIRECTOR:** The decedent, at all times, shall be attended by, and interred, or buried, in the presence of a Funeral Director licensed under the laws of the State of Texas. A copy of Funeral Director License must be included. The contractor must be a licensed funeral home establishment according to Texas Statute 651.351.

c) **NEXT OF KIN:** At the request of "Next of Kin", any other licensed Funeral Director may claim a body from the awarded Contractor. A family member must sign a release, allowing the Contractor to relinquish the body to the preferred funeral home. The family will then be liable for any and all expenses incurred by the Contractor.

d) **ABSENCE OF NEXT OF KIN OR FAMILY:** In this event, the Contractor must obtain a statement from the Pathologist or Hospital/Healthcare facility that attempts were made to contact family to no avail and that the deceased appears to be indigent. A minimum of 72 hours for a response from the next of kin is required. An affidavit of fact properly made out and sworn to by the Funeral Director will be attached to the invoice for services. In cases of unclaimed bodies, the Contractor will be directed to provide a traditional burial as the method of disposition

e) **PREPARATION OF DECEDENT**: The body of the deceased shall be clean, groomed and placed in the casket and shall be dressed in a new burial robe and new hose made for the sex of the deceased.

f) **EMBALMING:** It is understood that embalming is not specifically required by law or applicable industry standards in every case prior to burial; however, anybody held for more than 24 hours after death must either be maintained at a specified temperature, as required by law or applicable industry standards, or embalmed by a licensed embalmer. If embalming occurs other than as required herein, it is at the discretion of the Contractor and with the approval of the legal Next of Kin (If applicable). Consent must be acquired by the Funeral Home, as required by local, state and federal law. Refrigeration costs are included in the contracted price and no additional reimbursements to the Contractor for the embalming will be made by the County.

g) **VIEWING TIME:** A minimum of two (2) hours of viewing time must be given to the family or representatives of the deceased in the designated chapel of the Contractor.

h) **VIEWING SERVICE:** Religious services may be held at the request of the family of the decedent during the two (2) hours of viewing time The religious service may be conducted by a religious organization free of charge to the family or representatives of the deceased. Any religious services held shall be at no additional cost to the County.

i) **CASKET:** The body shall be interred, or buried, in a new casket of the same general appearance and size as standard caskets, made from good quality wood or metal, thickness of materials to be one inch before surfacing, padded on inside and covered completely on all surfaces with cloth and shall have two handles attached to each side for a minimum of four handles.

DRAFT

j) **FUNERAL PROCEDURE:** The entire funeral procedure, from the time the body is retrieved by the Contractor until the body is transported to a cemetery or in the case of cremation taken to a crematory shall be subject to inspection at any or all of the time by the County. The Contractor must notify Hidalgo County Human and Health Services Department, Attn: Dairen Sarmiento, Director, with the proper time and place of burial. The Director or any of his/her personnel may conduct inspection(s) of said services.

k) **TRANSPORTATION TO THE CEMETARY:** The body shall be transported from the establishment of the Contractor to the grave site in a conventional type hearse. The burial shall be performed and attended by at least one licensed funeral director and one Contractor employee, and the casket shall be transported by no fewer than two (2) of the Contractor employees with the same dignity, decorum and solemnity to the grave as is conventional at other funerals.

l) **VEHICLE/HEARSE** must include cost to pick up bodies within Hidalgo County and transport to a cemetery contractor within Hidalgo County. **Must include a list of vehicles to be used to provide this service along with vehicle insurance documentation**

m) **CREMATIONS:** If the family has no reservations concerning cremation, Hidalgo County may suggest cremation as a cost reduction measure. However, cremation will not be required if the family objects. The Contractor is responsible for providing the cremation tray and crematory services. In the case of cremation, a direct cremation will be provided there will be no viewing, or services. The Contractor must notify the next of kin or representative when cremation remains are available for retrieval or interment. Cremated remains shall be given to the next of kin or representative or inurned in a grave, crypt or niche not later than the 30th day after the date of cremation. The cremation remains will be placed in a standard box container provided by the Crematory. The Contractor is **not** responsible for providing an urn.

n) **DEATH CERTIFICATES:** Reports of death shall be obtained from the proper authorities as prescribed by the Texas Health and Safety Code Section 191.002 et. seq. These instruments, properly approved, must be available at the time of the interment or cremation. A CERTIFICATE OF BIRTH AND A CERTIFICATE OF DEATH SHALL NOT BE REQUIRED FOR A CHILD THAT HAS NOT ADVANCED TO THE 40TH WEEK IF INTRA-UTERINE GESTATION.

o) **SUBSTITION AND/OR ADDITIONAL SERVICES:** The County contract must be strictly adhered to if the body is to be processed and services paid by the County. Hidalgo County Health and Human Services Department **shall not** be liable for additional services not called for by the contract; both the funeral and burial services would then be treated as private service and the County would not be involved nor would it be liable for any costs. In this case, Hidalgo County must be notified by Contractor in writing within 24 hours of decision for private service

p) **PAYMENT:** Before Hidalgo County Health and Human Services makes payment to the contractor, the contractor shall furnish an itemized invoice for services, and an affidavit, properly sworn to, stating that these specifications have been strictly adhered to, and that contractor has not received, and will not receive, any money or other type compensation form any party for the services for which the Hidalgo County Health and Human Services Department is paying.

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OPTION "B"
BURIAL SERVICES

The following Schedule provides specifications to be followed for Burial Services:

1. **BURIAL SCHEDULE:** Burial shall take place between Monday through Friday between 8:00 a.m. and 5:00 p.m.

2. **GRAVE:** Burial shall be in a grave provided in a cemetery. Contractor is required to open and close the grave as appropriate.

3. **BURIAL PROCEDURE:** The entire burial procedure, from the time the body is taken in charge by the Contractor, until the grave is covered and completed, shall be subject to inspection at any or all times by the County.

4. **GRAVESIDE SERVICE:** Religious services shall be held at the request of the family of the deceased, or where there is no family, the religious service may be conducted by a minister. Any religious services held shall be at no additional cost to the County.

q) **FUNERAL DIRECTOR:** No burial shall be performed unless the funeral director of the Contractor, caretaker of the cemetery or his designated representative is present at all times during the burial. A copy of Funeral Director License must be included. The contractor must be a licensed funeral home establishment according to Texas Statute 651.351.

5. **BURIAL PLOTS:** All adults, children and infants will be buried in single burial plots. If cemetery regulations allow, adults may be placed in multiple burial plots of three (3) to a plot. The top of the coffin shall be not less than eighteen (18) inches (or to conform to current Texas Law) below the natural surface of the ground after burial. The mound shall be properly and systematically smoothed off with the surface of the ground (No mounding). **Perpetual care is not required.**

6. **SUBSTITUTIONS AND/OR ADDITIONAL SERVICES:** The County contract must be strictly adhered to if the body is to be processed and services paid for by the County. If the next of kin or representative desires a different coffin or additional services not called for by the contract, both the funeral and burial services would then be treated as private services and the County would not be involved nor would it be liable for any costs. In this case, Hidalgo County must be notified by Contractor in writing within 24 hours of decision for private services.

DRAFT

TERMS, CONDITIONS AND REQUIREMENTS:

1) The term of the contract is for a period of two (2) year with the County's option to renew for an additional one (1) year under the same rates, terms and conditions.

2) Hidalgo County reserves the right to extend this bid award for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delay in the award of the new bid for next contract term.

3) Hidalgo County may award the bid to one bidder or to multiple bidders if the County determines it is in the best interest to do so.

4) **Hidalgo County** reserves the right to hold bids for a period of ninety (90) days after bid opening without taking action and to award the bid considered the most advantageous to the County.

5) Evaluation of bids: All bids shall be evaluated on all factors including but not limited to price, qualification of vendor and ability of vendor to render services, etc., and any other factors considered to be in the best interest of Hidalgo County.

6) Insurance Certificates as per Exhibit "C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and/all questions, inquiries and clarifications regarding the RFB's be addressed to Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent, 2812 S. Bus. Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL: yolanda.velasquez@co.hidalgo.tx.us or via FACSIMILE (956) 318-2629 BY NO LATER THAN Monday, **January 12, 2011** at 5:00 P.M. Responses will be sent to all applicants via facsimile or email by Wednesday, **January 14, 2011**. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DRAFT

Attachment "A"

"APPLICATION LOCATION LIST"

HIDALGO COUNTY EHALTH AND HUMAN SERVICES

COUNTY INDIGENT HEALTH CARE PROGRAM

1304 S. 25TH Avenue
Edinburg, TX 78539
Tel: (956) 318-2011 Fax Office: (956) 318-2019 Billing Fax: (956) 318-2018

Edinburg Health Clinic
3105 East Richardson (Schunior) Rd
Edinburg, TX 78539
Tel: (956) 318-2087 or (956) 318-2088
Fax: (956) 383-3478
Norma Saldana – Eligibility Specialist
Miriam Gonzalez-Eligibility Specialist
Cassandra Ortiz-Eligibility Clerk

←NEXT TO HEAD START

Edinburg Regional Medical Center
1102 West Trenton Rd.
Edinburg, TX 78541
Tel: (956) 388-6704
Fax: (956) 388-6025
Gloria Uresti-Eligibility Specialist

McAllen Health Clinic
300 East Hackberry
McAllen, TX 78501
Tel: (956) 682-0824 or (956) 682-1473 Fax: (956) 682-2016
Mayra Cantu-Eligibility Specialist
Joe Garcia – Eligibility Specialist
Leticia Herrera – Eligibility Clerk

←ACROSS MEMORIAL HIGH SCHOOL

McAllen Medical Center
301 West Expressway 83
McAllen, TX 78503
Tel: (956) 971-5645
Fax: (956) 971-5839
Maricela Cerda- Eligibility Specialist

Mission Health Clinic
211 North Schuerbach Rd
Mission, TX 78572
Tel: (956) 581-8596 or (956) 581-9290
Fax: (956)581-9459
Juan Moreno- Eligibility Specialist
Jorge E. Garcia- Eligibility Specialist
Leticia Martinez – Eligibility Clerk

←TIERRA DORADA

Mission Hospital
9006 South Bryan Rd, Suite #103
Mission, TX 78572
Tel: (956) 323-1980
Fax: (956) 323-1937
Ana Salinas – Eligibility Specialist

Weslaco Health Clinic
1901 North Bridge
Weslaco, TX 78596
Tel: (956) 969-4700 or (956) 969-8071
Fax: (956) 969-8268
Xavier Garcia-Eligibility Specialist
Carmen Benavidez-Eligibility Clerk

←NEXT TO NORTHBRIDGE ELEMENTARY

Knapp Medical Center
1401 East 8th Street
Weslaco, TX 78596
Tel: (956) 969-5587
Fax: (956) 969-5338
Laura Villa – Eligibility Specialist

Rio Grande Regional Hospital
222 East Ridge, Suite #118
McAllen, TX 78503
Tel: (956) 632-6586
Fax: (956) 632-6555
Anna B. Rios – Eligibility Specialist

Doctor's Hospital @ Renaissance
5501 South McColl (Wellness Center)
Edinburg, TX 78539
Tel: (956) 362-2441
Fax: (956) 362-2478
Juan Rodriguez – Eligibility Specialist

DRAFT

HIDALGO COUNTY

BID PAGE

OPTION "A"

"FUNERAL & BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES"

Bid No: 2011-024-01-19-YZV

SCHEDULE A: CREMATION OR TRADITIONAL FUNERAL SERVICES

All "Cremations or Traditional Funeral Services" will be **on "ON AN AS NEEDED BASIS ONLY"** . There is no guarantee of any annual volume. The figures provided in the general information Item 7 (page 2), are merely historical quantities for either Option A & B and are subject to change. This does not in any way obligate the County of Hidalgo to any fixed quantities for each.

Bidders must provide copies of licenses, and certifications required by law to conduct such services with the bid in order to be considered for award.

	Description: Cremation or Traditional Funeral Services		Unit	Unit Price must include cost to pick up bodies within Hidalgo County and transport to a cemetery contractor within Hidalgo County.
1	**A**	**Adults (12 yrs and over) Bodies up to 250 lbs.**	each	$
	B	**Adults (12 yrs and over) Bodies for 251 lbs. to 400 lbs.**		$
	C	**Adults (12 yrs and over) Bodies over 401 lbs.**		$
2	Child (4-11 years)		each	$
3	Infant (0-3 years)		each	$
4	Cremation (12 years and over)		each	$
5	Cremation (0-11 years)		each	$
6	Interment of Cremated Remains		each	$

(Award of Schedule "A" will be made in the aggregate, therefore in order to be considered for an award you must bid on a complete bid on all items listed above).

How long have you been licensed as a Funeral Director and/or Embalmer in the State of Texas? Years:_____

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY:_____ STATE:_____ ZIP CODE:_____

PHONE №:_____ FAX №:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____ EMAIL:_____

HIDALGO COUNTY

BID PAGE

OPTION "B"

"FUNERAL & BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES"

Bid No: 2011-024-01-19-YZV

BURIAL SERVICES:

All "Burial Services" will be on **"ON AN NEEDED AS NEEDED BASIS ONLY".** There is no guarantee of any annual volume. The figures provided under Volume (page 1), are merely historical quantities for either Option A & B and are subject to change. This does not in any way obligate the County of Hidalgo to any fixed quantities for each.

Bidders must provide copies of licenses, and certifications required by law to conduct such services with the bid in order to be considered for award.

	Description: Cremation or Traditional Burial Services price will include opening/closing costs		Unit	Unit Price
1	**A**	**Adults (12 yrs and over) Bodies up to 250 lbs.**	each	$
	B	**Adults (12 yrs and over) Bodies for 251 lbs. to 400 lbs.**		$
	C	**Adults (12 yrs and over) Bodies over 401 lbs.**		$
2	Child (4-11 years) with burial plot marker (single burial plot)		each	$
3	Infant (0-3 years) with Burial plot marker (single burial plot)		each	$
4	Cost of Plot		each	$
5	Opening/Closing Costs		each	$
6	Concrete liner (if required by cemetery)		each	$

(**Award of Schedule "B" will be made in the aggregate, therefore in order to be considered for an award you must bid on a complete bid on all items listed above).**

Are you currently registered with the Funeral Services Commission in the State of Texas?_____Yes or No____

If Yes, state how many years _____.If No, briefly give an explanation:_____

_____

_____

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY:_____ **STATE:**_____ **ZIP CODE:**_____

PHONE №:_____ **FAX №:**_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____ **EMAIL:**_____

AI-24463 **16.D.1.**

Old Administration 3rd Floor Renovations -Phone System

CC REGULAR

Date: 12/21/2010
Submitted By: Moises Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Facilities Management

Information

CAPTION

Authority to purchase telephone equipment for Hidalgo County Old Administration Building 3rd Floor from Presidio Networked Solutions, an awarded vendor through the Texas DIR-Contract No.-DIR-SDD-1367 totaling $59,935.52.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1336-419-40-220-043-0-452
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance of $1,552,000.73 as of 12/17/10.

Attachments

Link: Presidio -DIR Quote Phone Sys

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/16/2010 03:18 PM	APRV
2	Budget & Management	Erika Zamora	12/16/2010 03:32 PM	APRV
3	Olga Garza	Olga Garza	12/17/2010 08:54 AM	APRV
4	Auditor's Office		12/17/2010 04:46 PM	PEND

Form Started By: Moises Salazar Started On: 12/15/2010 04:35 PM

Final Approval Date: 12/17/2010

PRESIDIO
Be Secure in the Knowledge

Quote #: 11051335-05
Date: 12/02/2010

Quote Title: Telephony Solution

To: Roy Casares
Hidalgo County - District Attorney
Hidalgo County Courthouse
100 N. Closner, Rm 303
Edinburg TX, 78539

Phone: 956.318.2300
Email: .
Comments: System with Presence server

From: Jim Martin
Presidio Networked Solutions
7601 Ora Glen Dr
Suite 100
Greenbelt MD, 20770

Phone: 301-313-2033
Fax:
Email: jcmartin@presidio.com
Account Manager: Roy Hanks

#	Part #	Description	Qty	Price	Ext Price
Unified Com Manager					
1	CMBE-WRKSP-BDL	Unified Com Manager Bus Edition Workspace Bundle-Top level	1	$0.00	$0.00
2	MCS7828I4-K9-WL8	Unified CMBE 7828-I4 appliance 8.X, 50 CUWL BE Users (Sub -component of Unified Com Manager Bus Edition Workspace Bundle-Top level)	1	$9,457.72	$9,457.72
3	VERSION-8.X	CMBE software version 8.X (Sub-component of Unified Com Manager Bus Edition Workspace Bundle-Top level)	1	$0.00	$0.00
4	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m (Sub -component of Unified Com Manager Bus Edition Workspace Bundle-Top level)	1	$0.00	$0.00
5	CUCM-BE-WL	UWL Business Edition 1 User (Sub-component of Unified Com Manager Bus Edition Workspace Bundle-Top level)	2	$175.30	$350.60
6	UCSS-CMBE-WL1	1yr CUWL Business Edition - 1 User for Gov/Edu only (Sub -component of Unified Com Manager Bus Edition Workspace Bundle-Top level)	52	$19.48	$1,012.96
7	UPC8-CLIENT-UWL	Unified Personal Communicator 8.x for CUWL only (Sub -component of Unified Com Manager Bus Edition Workspace Bundle-Top level)	52	$0.00	$0.00
8	CUCM-UWL-PAK	CUCM Claim Certificate for UWL (Sub-component of Unified Com Manager Bus Edition Workspace Bundle-Top level)	1	$0.00	$0.00
9	CUPC-UWL-RTU	CUPC UWL PAK (Sub-component of Unified Com Manager Bus Edition Workspace Bundle-Top level)	1	$0.00	$0.00
10	CUCM-UWL-BE	Unified Communications Manager UWL-BE DLU Bundle (Sub -component of Unified Com Manager Bus Edition Workspace Bundle-Top level)	572	$0.00	$0.00
11	UCSS-UWL-BE-PK	UCSS Product Activation Key for CUWL BE (Sub-component of Unified Com Manager Bus Edition Workspace Bundle-Top level)	1	$0.00	$0.00
12	CMBE-7828-80-KIT	CMBE 8.0 Media Kit (Sub-component of Unified Com Manager Bus Edition Workspace Bundle-Top level)	1	$0.00	$0.00
13	UCXN8-BE-PAK	Unity Connection 8.x BE PAK (Sub-component of Unified Com Manager Bus Edition Workspace Bundle-Top level)	1	$0.00	$0.00
14	UCXN-80-UWL-USR	Unity Connection 8.0 VM Mailboxes, IMAP and Inbox (Sub -component of Unified Com Manager Bus Edition Workspace Bundle-Top level)	52	$0.00	$0.00
15	CUP-80-UWL-USR	Unified Presence 8.0 Users (Sub-component of Unified Com Manager Bus Edition Workspace Bundle-Top level)	52	$0.00	$0.00
16	CUP-80-UWL-PAK	Unified Presence 8.0 PAK (Sub-component of Unified Com Manager Bus Edition Workspace Bundle-Top level)	1	$0.00	$0.00
17	CCX-80-CM-BUNDLE	CCX 8.0 5 Seat CCX ENH CCM Bundle - AVAILABLE ONLY WITH CM (Sub-component of Unified Com Manager Bus Edition Workspace Bundle-Top level)	1	$0.00	$0.00
18	CUP-80-UWL	Cisco Unified Presence 8.0 for CUWL only (Sub-component of Unified Com Manager Bus Edition Workspace Bundle-Top level)	1	$0.00	$0.00
19	CON-SNT-CMWRKSPB	SMARTNET 8X5XNBD Unified Com Manager (Service Item - site information required)	1 for 1 yr(s)	$0.00	$0.00
20	CON-ESW-MCS7828K	ESSENTIAL SW Unified CMBE 7828-I4 (Service Item - site information required)	1 for 1 yr(s)	$2,058.32	$2,058.32
21	CON-ESW-CCX80CM	ESSENTIAL SW CCX 8.0 5 Seat CCX Bundle (Service Item - site information required)	1 for 1 yr(s)	$310.89	$310.89

#	Part #	Description	Qty	Price	Ext Price
				Total [Unified Com Manager]:	**$13,190.49**
Phones					
22	CP-7931G=	Cisco UC phone 7931G	50	$180.86	$9,043.00
23	CON-SNT-CP7931	SMARTNET 8X5XNBD Cisco IP phone 7931 (Service Item - site information required)	50 for 1 yr(s)	$6.46	$323.00
24	CP-7962G=	Cisco UC Phone 7962, spare	2	$261.56	$523.12
25	CON-SNT-CP7962	SMARTNET 8X5XNBD Cisco Unified IP Phone 7962 (Service Item - site information required)	2 for 1 yr(s)	$6.46	$12.92
				Total [Phones]:	**$9,902.04**
2921 Voice Bundle					
26	C2921-CME-SRST/K9	2921 Voice Bundle w/ PVDM3-32,FL-CME-SRST-25, UC License PAK	1	$2,779.72	$2,779.72
27	S29UK9-15102T	Cisco 2901-2921 IOS UNIVERSAL (Sub-component of 2921 Voice Bundle w/ PVDM3-32,FL-CME-SRST-25, UC License PAK)	1	$0.00	$0.00
28	FL-SRST	Cisco Survivable Remote Site Telephony License (Sub -component of 2921 Voice Bundle w/ PVDM3-32,FL-CME-SRST -25, UC License PAK)	1	$0.00	$0.00
29	FL-CME-SRST-25	Communication Manager Express or SRST - 25 seat license (Sub -component of 2921 Voice Bundle w/ PVDM3-32,FL-CME-SRST -25, UC License PAK)	1	$306.08	$306.08
30	VWIC2-2MFT-T1/E1	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1 (Sub -component of 2921 Voice Bundle w/ PVDM3-32,FL-CME-SRST -25, UC License PAK)	1	$1,113.00	$1,113.00
31	VIC3-4FXS/DID	Four-Port Voice Interface Card - FXS and DID (Sub-component of 2921 Voice Bundle w/ PVDM3-32,FL-CME-SRST-25, UC License PAK)	2	$445.20	$890.40
32	PVDM3-32U64	PVDM3 32-channel to 64-channel factory upgrade (Sub -component of 2921 Voice Bundle w/ PVDM3-32,FL-CME-SRST -25, UC License PAK)	1	$834.75	$834.75
33	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m (Sub -component of 2921 Voice Bundle w/ PVDM3-32,FL-CME-SRST -25, UC License PAK)	1	$0.00	$0.00
34	CAB-CONSOLE-USB	Console Cable 6 ft with USB Type A and mini-B (Sub-component of 2921 Voice Bundle w/ PVDM3-32,FL-CME-SRST-25, UC License PAK)	1	$16.70	$16.70
35	MEM-2900-512MB-DEF	512MB DRAM for Cisco 2901-2921 ISR (Default) (Sub-component of 2921 Voice Bundle w/ PVDM3-32,FL-CME-SRST-25, UC License PAK)	1	$0.00	$0.00
36	MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR (Sub -component of 2921 Voice Bundle w/ PVDM3-32,FL-CME-SRST -25, UC License PAK)	1	$0.00	$0.00
37	SL-29-IPB-K9	IP Base License for Cisco 2901-2951 (Sub-component of 2921 Voice Bundle w/ PVDM3-32,FL-CME-SRST-25, UC License PAK)	1	$0.00	$0.00
38	ISR-CCP-EXP	Cisco Config Pro Express on Router Flash (Sub-component of 2921 Voice Bundle w/ PVDM3-32,FL-CME-SRST-25, UC License PAK)	1	$0.00	$0.00
39	SL-29-UC-K9	Unified Communication License for Cisco 2901-2951 (Sub -component of 2921 Voice Bundle w/ PVDM3-32,FL-CME-SRST -25, UC License PAK)	1	$0.00	$0.00
40	FL-CME-SRST-25	Communication Manager Express or SRST - 25 seat license (Sub -component of 2921 Voice Bundle w/ PVDM3-32,FL-CME-SRST -25, UC License PAK)	1	$0.00	$0.00
41	PWR-2921-51-AC	Cisco 2921/2951 AC Power Supply (Sub-component of 2921 Voice Bundle w/ PVDM3-32,FL-CME-SRST-25, UC License PAK)	1	$0.00	$0.00
42	CON-SNT-2921CMST	SMARTNET 8X5XNBD 2921 Voice Bundle w/ UC License PAK (Service Item - site information required)	1 for 1 yr(s)	$444.12	$444.12
				Total [2921 Voice Bundle]:	**$6,384.77**
Attendant Console					

#	Part #	Description	Qty	Price	Ext Price
43	CUD-ATT-CON=	Cisco Unified Department Attendant Console	1	$0.00	$0.00
44	CUD-ATT-CON	Cisco Unified Department Attendant Console (Sub-component of Cisco Unified Department Attendant Console)	2	$776.32	$1,552.64
45	CON-ESW-CUDATT1	ESSENTIAL SW Cisco Unified Dept Attendant Console (Service Item - site information required)	1 for 1 yr(s)	$0.00	$0.00
				Total [Attendant Console]:	**$1,552.64**
Catalyst 2960S					
46	WS-C2960S-48FPS-L	Catalyst 2960S 48 GigE PoE 740W, 4 x SFP LAN Base	1	$4,170.97	$4,170.97
47	CAB-16AWG-AC	AC Power cord, 16AWG (Sub-component of Catalyst 2960S 48 GigE PoE 740W, 4 x SFP LAN Base)	1	$0.00	$0.00
48	C2960S-STACK	Catalyst 2960S FlexStack Stack Module optional for LAN Base (Sub-component of Catalyst 2960S 48 GigE PoE 740W, 4 x SFP LAN Base)	1	$834.75	$834.75
49	CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable (Sub-component of Catalyst 2960S 48 GigE PoE 740W, 4 x SFP LAN Base)	1	$0.00	$0.00
50	CON-SNT-2960S4FS	SMARTNET 8X5XNBD Cat 2960S Stk48 GigE PoE 740W,4xSFP Base (Service Item - site information required)	1 for 1 yr(s)	$262.44	$262.44
51	WS-C2960S-24PS-L	Catalyst 2960S 24 GigE PoE 370W, 4 x SFP LAN Base	1	$2,223.22	$2,223.22
52	CAB-16AWG-AC	AC Power cord, 16AWG (Sub-component of Catalyst 2960S 24 GigE PoE 370W, 4 x SFP LAN Base)	1	$0.00	$0.00
53	C2960S-STACK	Catalyst 2960S FlexStack Stack Module optional for LAN Base (Sub-component of Catalyst 2960S 24 GigE PoE 370W, 4 x SFP LAN Base)	1	$834.75	$834.75
54	CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable (Sub-component of Catalyst 2960S 24 GigE PoE 370W, 4 x SFP LAN Base)	1	$0.00	$0.00
55	CON-SNT-2960S2PS	SMARTNET 8X5XNBD Catalyst 2960S Stack (Service Item - site information required)	1 for 1 yr(s)	$262.44	$262.44
56	GLC-SX-MM=	GE SFP, LC connector SX transceiver	2	$278.25	$556.50
				Total [Catalyst 2960S]:	**$9,145.07**
Presence Server					
57	MCS-7816-I4-IPC1	HW Only MCS 7816-I4 Server	1	$2,226.00	$2,226.00
58	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m (Sub -component of HW Only MCS 7816-I4 Server)	1	$0.00	$0.00
59	CON-SNT-16I4IPC1	SMARTNET 8X5XNBD HW Only MCS 7816-I4 Server (Service Item - site information required)	1 for 1 yr(s)	$258.40	$258.40
				Total [Presence Server]:	**$2,484.40**
UPS					
60	SUA3000RM2U	SMARTUPS 3000VA RM 2U USB SER 120V LINEINT BLK	1	$1,091.11	$1,091.11
				Total [UPS]:	**$1,091.11**
Professional Services					
61	TPC-SVC-FP	Presidio Services – Fixed Price	1.00	$16,185.00	$16,185.00
				Total [Professional Services]:	**$16,185.00**

Texas DIR For Product and Related Services DIR-SDD-1367 - Contract Number: SIR-SDD-1367
Exp: 05/19/2011

Grand Total: **$59,935.52**

#	Part #	Description	Qty	Price	Ext Price

Quote valid for 30 days from date shown above. Prices may NOT include all applicable taxes and shipping charges. All prices subject to change without notice. Supply subject to availability.

This quotation subject to Presidio Standard Terms and Conditions as follows:
Credit: Net 30 Days (all credit terms subject to prior Presidio credit department approval)
Delivery: FOB origin (FOB destination (CONUS) applicable to Federal Government Customers only)
Changes to the above Terms and Conditions must be accepted in writing by Presidio Networked Solutions

Preprinted terms appearing on Customer Purchase Orders must be accepted in writing by Presidio Networked Solutions to be applicable.

Size Business: Small; CAGE Code: 0KD05; DUNS 15-405-0959; CEC: 15-506005G; Tax ID# 58-1667655

Product is warranted by the Manufacturer, not by Presidio Networked Solutions. Please consult Manufacturer for warranty terms.

Opened product is non-returnable. Unopened equipment is non-returnable after 30 days from shipment date. Presidio reserves the right to deny RMA requests in the event the Manufacturer will not provide for an authorized return. If integration of product is performed at a Presidio facility, transfer of ownership occurs as of inception of integration regardless of shipment terms as manufacturers will not accept return of open product.

Please inspect equipment thoroughly against packing list before opening.

Pricing for Professional Services are best-effort estimates only. Actual pricing will be finalized as part of a mutually-agreeable Statement of Work.

AI-24481 **16.D.2.**

Repairs & Renovations to Old Juvenile Justice Center for New County Morgue Facility

CC REGULAR

Date:	12/21/2010
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Facilities Management

Information

CAPTION

Requesting authorization/approval to request proposals from awarded Job Order Contractors (through County's membership and participation in various cooperative purchasing programs/association, etc.) for the repairs & renovations to Old Juvenile Justice Center for conversion into a New County Autopsy Facility Project #11-029 from:

a. Herrera & Hunt Inc. and Alpha Building Corporation (awarded through Hidalgo County's membership/participation with Harris County Department of Education's JOC Program); and CAS Companies JOC thru TCPN Contract #R-5004 as approved on 05/24/10 so as to determine the best value under TX . Local Government Code 271.113; or, in the alternative;

b. Request authority to proceed with sealed procurement process through conventional construction method and approval to advertise same with plans and specifications drafted through contracted engineer, S & B Infrastructure Group for both JOC proposal and sealed bid advertisement (whichever applicable).

BACKGROUND

Specifications and SOW has been prepared (blue prints) by S&B Infrastructure to initiate the proposal process upon CC approval.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1342-421-00-220-045-0-452

FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

Available balance of $711,805.44 as of 12/17/10.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/16/2010 03:26 PM	APRV

2	Budget & Management	Erika Zamora	12/16/2010 03:34 PM	APRV
3	Olga Garza	Olga Garza	12/17/2010 10:57 AM	APRV
4	Auditor's Office	Linda Fong	12/17/2010 02:26 PM	APRV

Form Started By: Oscar Garza Started On: 12/16/2010 02:02 PM

Final Approval Date: 12/17/2010