AI-25060 **2.A.**

District Attorney's Office - 1281 - Line Item Transfer

CC CONSENT

Date:	02/01/2011
Submitted By:	Roy Cazares, DISTRICT ATTORNEY
Submitted For:	Roy Cazares
Department:	DISTRICT ATTORNEY
Agenda Category:	2010 Intradept.(Line-Item) Transfers

Information

CAPTION

2010 - District Attorney's Office (1281)

BACKGROUND

need to cover amount in unemployment comp.

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1281-412-00-080-010-1-XXX

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

BUDGETARY IMPACT:

Available account balance as of 01-28-11

Attachments

Link: DASTSUPPLIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/27/2011 04:22 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	01/28/2011 02:43 PM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Roy Cazares Started On: 01/27/2011 04:11 PM

Final Approval Date: 01/28/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: February 1, 2011
DEPARTMENT HEAD: Rene Guerra, Criminal District Attorney
DEPARTMENT NAME: District Attorney's Office
ACCOUNT NUMBER: 0-1281-412-00-080-010-1-XXX - D.A. STATE SUPPLEMENT
SUBJECT: Budget Line-Item Transfer(s)

CONTACT PERSON: Roy Cazares PHONE: (956) 318-2300 ext. 758

Honorable Commissioner's Court of Hidalgo County:

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

FROM			TO		
OBJECT CODE	**ACCOUNT (OBJECT) NAME**		**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
113	Reg F/T Employees	→	250	Unemployment Comp.	$8.00
		→			$ -
		→			$ -
		→			$ -
		→			$
		→			$
		→			$
		→			$
		→			$
		→			$
				TOTAL	**$ 8.00**

REASON: Will cover shortage on account.

ROY CAZARES FOR RENE GUERRA
CRIMINAL DISTRICT ATTORNEY

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-25062 **2.B.**

District Attorney's Office - 1281 - Line Item Transfer

CC CONSENT

Date:	02/01/2011
Submitted By:	Roy Cazares, DISTRICT ATTORNEY
Submitted For:	Roy Cazares
Department:	DISTRICT ATTORNEY
Agenda Category:	2010 Intradept.(Line-Item) Transfers

Information

CAPTION

2010 - District Attorney's Office (1281)

BACKGROUND

need to cover negative amount in unemployment comp.

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1281-412-00-080-011-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 1-27-2011

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/27/2011 04:22 PM	APRV
2	JC Carreon	JC Carreon	01/27/2011 04:42 PM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Roy Cazares Started On: 01/27/2011 04:15 PM

Final Approval Date: 01/28/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: **February 1, 2010**
DEPARTMENT HEAD: **Rene Guerra, Criminal District Attorney**
DEPARTMENT NAME: **District Attorney's Office**
ACCOUNT NUMBER: **0-1281-412-00-080-011-1-XXX - Crime Victim Coordinator**
SUBJECT: **Intradepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**
CONTACT PERSON: **Roy Cazares** PHONE: **(956) 318-2300 ext. 758**

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 11, Subchapter C.

FROM			TO		
OBJECT CODE	**ACCOUNT (OBJECT) NAME**		**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
113	Reg Full-Time Employees	→	250	Unemployment Comp.	$ 26.15
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→		**TOTAL**	**$ 26.15**

REASON:
Monies will be used to cover negative in unemployment object.

for RENE GUERRA
CRIMINAL DISTRICT ATTORNEY

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

AI-25078 **3.A.**

2010 Pct. 1 Drainage Improvement-July-Dec. 2010 labor reimbursements
CC CONSENT

Date:	02/01/2011
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Sergio Cruz
Department:	BUDGET & MANAGEMENT
Agenda Category:	2010 Interdepartmental Transfers

Information

CAPTION

Pct. 1 CO's 2009 Series (1339):
Approval of 2010 interdepartmental transfer within CO's 2009

From:

Program #	Project Name	Amount
052	Pct. 1 Drain Imprv	$(118.21)
059	EM4W (US281-IBWC)	$(130,678.29)

To:

Program #	Project Name	Amount
087	Bar Ditches	$95,136.62
088	La Villa Drain	$34,009.98
090	IBWC Floodway	$1,649.90

in the total amount of $130,796.50 to fund Pct. 1 Drainage Improvement labor reimbursements for the months of July through December 2010.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1339-431-00-121-0XX-0-7XX

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

BUDGETARY IMPACT:
Funds available as of 1-28-11

Program #'s 087-091 are pending to be created by the Auditor's Office in the SAGE accounting system.

Refer to AI #25005, CC 2-1-11 for Jan. through June 2010 transfer in relation to drainage labor reimbursements.

Attachments

Link: Pct. 1 Drainage Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	01/28/2011 03:09 PM	APRV
2	Budget & Management	Erika Zamora	01/28/2011 03:19 PM	APRV
3	Erika Zamora	Erika Zamora	01/28/2011 04:42 PM	APRV
4	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Ivan Cantu

Started On: 01/28/2011 02:38 PM

Final Approval Date: 01/28/2011

DATE: February 1, 2011

DEPARTMENT HEAD: Raul Silguero, Jr.

2010
Interdepartmental Transfer

DEPARTMENT NAME: Dept of Budget & Mgmt for Pct 1 CO's 2009

ACCOUNT NUMBER: 0-1339-431-00-121-0XX-0-73X

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
0-1339-431-00-121-052-0- 741	CO 2009-Pct. 1 Drain Imprv.-	Vehicles	(118.21)
0-1339-431-00-121-059-0- 733	CO 2009-Pct. 1-EM4W (US 281-IBWC)-	Drainage Ditches	(130,678.29)
TO			
0-1339-431-00-121-087-0- 733	CO 2009-Pct. 1-Bar Ditches-	Drainage Ditches	95,136.62
0-1339-431-00-121-088-0- 733	CO 2009-Pct. 1-La Villa Drain-	Drainage Ditches	34,009.98
0-1339-431-00-121-090-0- 733	CO 2009-Pct. 1-IBWC Floodway-	Drainage Ditches	1,649.90
TOTAL BUDGET INCREASE (DECREASE)			-

REASON: To fund Pct. 1 Drainage Improvement labor reimbursements for the months of July-Dec. 2010.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE / /

ATTEST, COUNTY CLERK

AI-25005 **3.B.**

2010 Pct. 1 Drainage Improvement - Jan.-June 2010 labor reimbursements

CC CONSENT

Date: 02/01/2011
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Sergio Cruz
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

Pct. #1 CO's 2009 Series (1339):
Approval of 2010 interdepartmental transfer within CO's 2009

From:

Program #	Project Name	Amount
058	Victoria (M9.5N-M12N)	($186,566.00)
059	EM4W (US 281-IBWC)	($4,209.21)

To:

Program #	Project Name	Amount
087	Bar Ditches	$148,346.13
088	La Villa Drain	$22,641.34
089	Weslaco Drain	$8,031.03
090	IBWC Floodway	$10,244.74
091	Mercedes Lateral	$1,511.97

in the total amount of $190,775.21 to fund Pct. 1 Drainage Improvement labor reimbursements for the months of January through June 2010.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1339-431-00-121-0XX-0-73X
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Funds available as of 1-26-11.

Program #'s 087-091 are pending to be created by Auditor's office in the SAGE accounting system.

Attachments

Link: Pct. 1 Drainage transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	01/26/2011 10:28 AM	APRV
2	Budget & Management	Angela Garcia	01/26/2011 10:51 AM	APRV
3	Sylvia Solis	Sylvia Solis	01/27/2011 04:32 PM	APRV
4	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Ivan Cantu Started On: 01/26/2011 09:35 AM

Final Approval Date: 01/28/2011

DATE: February 1, 2011

DEPARTMENT HEAD: Raul Silguero, Jr.

2010
Interdepartmental Transfer

DEPARTMENT NAME: Dept of Budget & Mgmt for Pct 1 CO's 2009

ACCOUNT NUMBER: 0-1339-431-00-121-0XX-0-73X

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
0-1339-431-00-121-058-0- 731	CO 2009-Pct. 1- Victoria (M 9 1/2N-M12N)-	Roads	(186,566.00)
0-1339-431-00-121-059-0- 733	CO 2009-Pct. 1-EM4W (US 281-IBWC)-	Drainage Ditches	(4,209.21)
TO			
0-1339-431-00-121-087-0- 733	CO 2009-Pct. 1-Bar Ditches-	Drainage Ditches	148,346.13
0-1339-431-00-121-088-0- 733	CO 2009-Pct. 1-La Villa Drain-	Drainage Ditches	22,641.34
0-1339-431-00-121-089-0- 733	CO 2009-Pct. 1-Weslaco Drain-	Drainage Ditches	8,031.03
0-1339-431-00-121-090-0- 733	CO 2009-Pct. 1-IBWC Floodway-	Drainage Ditches	10,244.74
0-1339-431-00-121-091-0- 733	CO 2009-Pct. 1-Mercedes Lateral-	Drainage Ditches	1,511.97
TOTAL BUDGET INCREASE (DECREASE)			-

REASON: To fund Pct. 1 Drainage Improvement labor reimbursements for the months of Jan. thru June 2010.

DEPARTMENT HEAD SIGNATURE

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

AI-24998 **3.C.**

Interdepartmental Transfer Pct. #3 BCAP (1311)

CC CONSENT

Date:	02/01/2011
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	2010 Interdepartmental Transfers

Information

CAPTION

Pct. #3 BCAP (1311):
Approval of 2010 interdepartmental transfer from Pct. 3 BCAP El Sol Subdivison No.1 to Pct. 3 BCAP Amber Land Subdivision in the amount of $94.63 to reclassify expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1311-431-00-123-250-0-339

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

BUDGETARY IMPACT:
Available funds as of 1/27/11 is $652.70.

Attachments

Link: Interdepartmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	01/26/2011 10:50 AM	APRV
2	Perla Lopez	Perla Lopez	01/28/2011 08:21 AM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Marcie Jackson Started On: 01/25/2011 03:18 PM

Final Approval Date: 01/28/2011

DATE: January 25, 2011

2010
Transfer

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program for Pct. 3 BCAP-(1311)

ACCOUNT NUMBER: 0-1311-431-00-123-250-0-339 AI-24998 02/01/11

Contact: Marcie Jackson **Ph#:** 787-1891 Ext. 2010

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM:		
0-1311-431-00-123-250-0-339	EL SOL S/D #1-OTHER PROF SRV	$ (94.63)
TO:		
0-1311-431-00-123-042-0-312	AMBER LAND S/D-INDIRECT COST	$ 94.63
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer needed to reclassify expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-25007 **3.D.**

Interdepartmental Transfer - Pct#4 Drainage Improvement Project (1342)
CC CONSENT

Date:	02/01/2011
Submitted By:	TONI MATA, COMM. PCT. #4
Department:	COMM. PCT. #4
Agenda Category:	Budget and Management

Information

CAPTION

Pct #4 CO 2010 A&B 1342):
Approval of 2011 interdepartmental transfer within Certificates of Obligation Series 2010 A&B - Precinct #4 Drainage Improvement Project from (program 036) to Faysville Pump (program 074) in the amount of $2,236.50.

BACKGROUND

To provide funding for Pct #4 Faysville Pump Project.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1342-431-00-124-036-0-890

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

BUDGETARY IMPACT:

Funding available as of 1-27-11 in year 2010. Funding pending year end funding rollover.
1-1342-431-00-124-036-0-890 --> 1-1342-431-00-124-074-0-733 $2,236.50

Attachments

Link: interdept transfer - 1342

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	01/26/2011 10:51 AM	APRV
2	Manuel Chapa	Manuel Chapa	01/27/2011 01:35 PM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: TONI MATA — Started On: 01/26/2011 09:47 AM

Final Approval Date: 01/28/2011

DATE: January 27, 2011

2011
Transfer

DEPARTMENT HEAD: Joseph Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.4
CO 2010 A&B Pct4 Drain Improvement

ACCOUNT NUMBER: 1-1342-431-00-124-036-0-890

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

Contact: Toni Mata
Ph#: 956-383-3112 Ext. 4002

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
From:		
1-1342-431-00-124-036-0-890	**CO2010 A&B Pct4 Drain Improv.- Other**	**(2,236.50)**
To:		
1-1342-431-00-124-074-0-733	**CO2010 A&B Pct4 Faysville Pump -Drainage Ditches**	**$2,236.50**
	TOTAL BUDGET INCREASE (DECREASE)	**2,236.50**

REASON:
Transfer to cover provide funding for Pct 4 Faysville Pump Project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-25056 **3.E.**

Interdepartmental Transfer - Pct# 4 Drainage Improvement Project Payroll Reimb. (1342)

CC CONSENT

Date:	02/01/2011
Submitted By:	Manuel Chapa, BUDGET & MANAGEMENT
Submitted For:	Pct#4 - Drainage Impr
Department:	BUDGET & MANAGEMENT
Agenda Category:	2010 Interdepartmental Transfers

Information

CAPTION

Pct. #4 C.O. 2010 A&B Series (1342):
Approval of 2010 interdepartmental transfer within Certificate of Obligations Series 2010A&B - Precinct #4 Drainage Improvement Project from Hoehn Subdivision Project (program 056) to Hoehn Drain (program 067) in the total amount of $1,919.23.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1342-431-00-124-056-0-733

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

BUDGETARY IMPACT:

Funding available as of 1/27/11
0-1342-431-00-124-056-0-733-->0-1342-431-00-124-067-0-733 $1,919.23

Attachments

Link: interdept transfer - 1342

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Manuel Chapa (Originator)	Manuel Chapa	01/27/2011 03:03 PM	APRV
2	Budget & Management	Erika Zamora	01/27/2011 04:21 PM	APRV
3	Sylvia Solis	Sylvia Solis	01/28/2011 11:37 AM	APRV
4	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Manuel Chapa Started On: 01/27/2011 02:48 PM

Final Approval Date: 01/28/2011

DATE: January 25, 2011

2010
Transfer

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for C.O. Pct#4 Drainage Improvement Project (1342)

AI# 25056

ACCOUNT NUMBER: 0-1342-431-00-124-XXX-0-733

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

Contact: Manuel Chapa
Ph#: 292-7025 Ext. 5760

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
0-1342-431-00-124-056-0-733	CO2010A&B-PCT4 HOEHN SUBDIVISION PROJ.-DRAINAGE DITCHES	(1,919.23)
0-1342-431-00-124-067-0-733	CO2010A&B-PCT4 HOEHN DRAIN-DRAINAGE DITCHES	1,919.23
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

Interdepartmental transfer from Hoehn Subdivision Project to Hoehn Drain to fund Pct#4 Drainage Improvement Projects - Payroll Reimbursements for December 2010 (PP 1).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-25086 **4.A.**

2011 Line Item Transfer

CC CONSENT

Date:	02/01/2011
Submitted By:	Erika Zamora, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Co. Wide Adm. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-00-115-002-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 1/28/11

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/28/2011 04:17 PM	APRV
2	Norma Silva	Norma Silva	01/28/2011 04:45 PM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Erika Zamora Started On: 01/28/2011 04:03 PM

Final Approval Date: 01/28/2011

DATE: February 1, 2011

2011
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr.

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

ACCOUNT NUMBER: 1-1100-415-00-115-002-0-XXX

Contact Person: Erika Zamora **Ph#:** (956) 292-7025 Ext. 5416

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	CO WIDE ADM- OTHER	899	CO WIDE ADM - CONTINGENCY	65,945.20
			TOTAL	65,945.20

REASON:
Transfer to fund expected expenditures.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25071 **4.B.**

Sheriff's Federal Sharing - U.S. Department of Treasury
CC CONSENT

Date:	02/01/2011
Submitted By:	Rosie Hinojosa, SHERIFF DEPT.
Submitted For:	Rosie Hinojosa
Department:	SHERIFF DEPT.
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Sheriff Dept. (1228)

BACKGROUND

See attached Line Item Transfer.

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1228-421-00-280-006-0

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

BUDGETARY IMPACT:

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Pat Medina	Pat Medina	01/28/2011 11:21 AM	APRV
2	Budget & Management	Erika Zamora	01/28/2011 12:58 PM	APRV
3	Ana Galvan	Anna Galvan	01/28/2011 03:04 PM	APRV
4	Norma Silva	Norma Silva	01/28/2011 03:54 PM	APRV
5	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Rosie Hinojosa Started On: 01/28/2011 10:25 AM

Final Approval Date: 01/28/2011

DATE: 1/28/2011

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Sheriff's Federal Sharing - U.S. Department of Treasury

ACCOUNT NUMBER: 1-1228-421-00-280-006-0

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
1-1228-421-00-280-006-0-320	Professional Services	→	1-1228-421-00-280-006-0-336	Computer Services	36,000.00
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		T O T A L			**$36,000.00**

T O T A L **To increase line item for anticipated expenses.**

_____

DEPARTMENT HEAD SIGNATURE

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

COUNTY AUDITOR'S FORM: ARS-CA-017
REVISED: 02/11/2003

AI-25069 **4.C.**

Intradepartmental Transfer

CC CONSENT

Date: 02/01/2011
Submitted By: SANDRA DELEON, COUNTY JUDGE
Submitted For: Yolanda Chapa
Department: COUNTY JUDGE
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - County Judge's office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-413-00-110-006-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 1-28-2011

Attachments

Link: TRANSFER

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/28/2011 10:31 AM	APRV
2	JC Carreon	JC Carreon	01/28/2011 03:35 PM	APRV
3	Auditor's Office	Monica Badillo	01/28/2011 05:37 PM	APRV

Form Started By: SANDRA DELEON Started On: 01/28/2011 09:55 AM

Final Approval Date: 01/28/2011

DATE: January 27, 2011

DEPARTMENT HEAD: Judge Ramon Garcia

DEPARTMENT NAME: County Judge's Office

ACCOUNT NUMBER: 1-1100-413-00-110-006-0-XXX

SUBJECT: Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
601	Office & Computer Supplies	550	Printing and Binding	1,250.00
		532	Wireless Devices	360.00
		432	Equip & Veh R&M Serv	300.00
583	Out of County Travel	581	Travel - In County	500.00
		665	Minor Computer Equipment	1,450.00
		630	Food	400.00
		640	Reference Materials	400.00
			TOTAL	4,660.00

REASON: Request needed to create and/or fund object codes necessary for 2011 purchases

DEPARTMENT HEAD SIGNATURE

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

AI-25063 **4.D.**

District Attorney's Office - 1100 - Border Prosecution Account

CC CONSENT

Date:	02/01/2011
Submitted By:	Roy Cazares, DISTRICT ATTORNEY
Submitted For:	Roy Cazares
Department:	DISTRICT ATTORNEY
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - District Attorney's Office - Border Prosecution Account (1100)

BACKGROUND

Need monies for longevity pay.

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-080-002-0-XXX

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

BUDGETARY IMPACT:

113-->115 - $ 650.00; Funding available as of 1/28/11.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/27/2011 04:23 PM	APRV
2	Ana Galvan	Anna Galvan	01/28/2011 03:49 PM	APRV
3	Norma Silva	Norma Silva	01/28/2011 04:10 PM	APRV
4	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Roy Cazares Started On: 01/27/2011 04:19 PM

Final Approval Date: 01/28/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: February 1, 2011
DEPARTMENT HEAD: Rene Guerra, Criminal District Attorney
DEPARTMENT NAME: District Attorney's Office
ACCOUNT NUMBER: 1-1100-412-00-080-002-0-XXX
SUBJECT: Budget Line-Item Transfer(s)

CONTACT PERSON: Roy Cazares PHONE: (956) 318-2300 ext. 758

Honorable Commissioner's Court of Hidalgo County:

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

FROM			TO		
OBJECT CODE	**ACCOUNT (OBJECT) NAME**		**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
113	Reg F/T Employees	➔	115	Longevity Pay	$ 650.00
		➔			$ -
				TOTAL	**$ 650.00**

REASON: Monies need to cover longevity.



ROY CAZARES FOR RENE GUERRA
CRIMINAL DISTRICT ATTORNEY

APPROVED COMMISSIONERS' COURT / / DATE ATTEST COUNTY CLERK

AI-25065 **4.E.**

WIC

CC CONSENT

Date:	02/01/2011
Submitted By:	Margarita Gonzalez, WIC
Submitted For:	Norma Longoria
Department:	WIC
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - WIC (1292)

BACKGROUND

Line item transfer-

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 1-1292-441-00-350-001-0-XXX

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

BUDGETARY IMPACT:

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/28/2011 08:07 AM	APRV
2	Norma Silva	Norma Silva	01/28/2011 02:56 PM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Margarita Gonzalez Started On: 01/27/2011 04:22 PM

Final Approval Date: 01/28/2011

DATE: 01/27/11

WIC DIRECTOR: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM

ACCOUNT NUMBER: 1.1292.441.00.350.001.1 WIC

SUBJECT: BUDGET LINE ITEM TRANSFER

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO			
ACCOUNT NUMBER		Account Name	ACCOUNT NO.(S)		ACCOUNT NAME	AMOUNT
1.1292.441.00.350.001.1	603	Education & Instru. Su →	1.1292.441.00.350.001.1.	720	Buildings	7,725.00
Total:						7,725.00

REASON: To cover for encumberance that is needed.

AI-25055 **4.F.**

Line Item Transfer

CC CONSENT

Date:	02/01/2011
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Right of Way Dept. (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1200-431-00-260-001-0

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Right of Way (1200)

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/27/2011 04:21 PM	APRV
2	Ana Galvan	Anna Galvan	01/28/2011 03:48 PM	APRV
3	Norma Silva	Norma Silva	01/28/2011 04:00 PM	APRV
4	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Sandra Garcia

Started On: 01/27/2011 02:40 PM

Final Approval Date: 01/28/2011

DATE: January 25,2011

DEPARTMENT HEAD: Jose N. Pena

DEPARTMENT NAME: Right Of Way

ACCOUNT NUMBER: 1-1200-431-00-260-001-0

SUBJECT: BUDGET LINE-ITEM TRANSFER (S)

Honorable Commissioners' Court Of Hidalgo County:

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

FROM: TO:

Account Number

OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
334	Architectural & Engineering Service	780	Capital Leases	1000.00
339	Other Professional Services	780	Capital Leases	5000.00
442	Rental of Equipment & Vehicles	780	Capital Leases	6000.00
532	Mobile Phone	780	Capital Leases	2000.00
540	Advertising	780	Capital Leases	2000.00
			TOTALS:	16000.00

REASON: account not set up for the year

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

AI-25059 **4.G.**

Intradepartmental Transfer Fire Marshal's Office

CC CONSENT

Date:	02/01/2011
Submitted By:	Rolando Garcia, BUDGET & MANAGEMENT
Submitted For:	Yolanda Orozco, Fire Marshals
Department:	BUDGET & MANAGEMENT
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Fire Marshals (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1100-422-10-300-001-0-890

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
available balance as of 01/27/11.

890--> 780; $3,200.00

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/27/2011 04:22 PM	APRV
2	Norma Silva	Norma Silva	01/28/2011 11:35 AM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Rolando Garcia

Started On: 01/27/2011 03:46 PM

Final Approval Date: 01/28/2011

DATE: January 31, 2011

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Budget & Management for Fire Marshals (1100)

ACCOUNT NUMBER: 1-1100-422-10-300-001-0-XXX

SUBJECT: Intra Department Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	EMERG SRVS-FM-OTHER	780	EMERG SRVS-FM-CAPITAL LEASES	3,200.00
			TOTAL	3,200.00

REASON: Transfer needed to cover Xerox copier lease expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-24981 **4.H.**

Line Item Transfer

CC CONSENT

Date:	02/01/2011
Submitted By:	Rachel Segura, COUNTY COURT #4
Submitted For:	Rachel Segura
Department:	COUNTY COURT #4
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - CCL #4 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-024-001-0-XXX

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

BUDGETARY IMPACT:

funds available as of 01/28/2011

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/25/2011 08:04 AM	APRV
2	Ana Galvan	Anna Galvan	01/28/2011 10:40 AM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Rachel Segura Started On: 01/24/2011 02:08 PM

Final Approval Date: 01/28/2011

INTRADEPARTMENTAL TRANSFER

DATE: **January 24, 2011**

DEPARTMENT HEAD: **Judge Fred Garza**

DEPARTMENT NAME: **County Court at Law No. 4**

ACCOUNT NUMBER: **1-1100-412-00-024-001-0-XXX**

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

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
890	**Other**	**855**	**Late fees, penalties & finance charges**	**$3.49**
			TOTAL	**$3.49**

Reason: **Transfer is needed to pay late fees.**

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25011 **4.I.**

Intradepartmental - CCL #5

CC CONSENT

Date:	02/01/2011
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Joanna Guerra
Department:	BUDGET & MANAGEMENT
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - CCL #5 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-025-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 01/26/11.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	01/26/2011 10:51 AM	APRV
2	Norma Silva	Norma Silva	01/27/2011 09:28 AM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Sylvia Solis Started On: 01/26/2011 10:33 AM

Final Approval Date: 01/28/2011

DATE: January 26, 2011

2011
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for CCL #5

ACCOUNT NUMBER: 1-1100-412-00-025-001-0-XXX

Contact Person: Sylvia V. Solis **Ph#:** (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	113	REG F/T EMPLOYEES	5,000.00
890	OTHER	220	FICA	382.50
890	OTHER	230	RETIREMENT	480.00
890	OTHER	250	UNEMPLOYMENT COMP	25.00
890	OTHER	780	CAPITAL LEASES	1,700.00
			TOTAL	7,587.50

REASON:
Intradepartmental Transfer to fund the increase in salary and related fringe benefits for Court Reporter position, as per 2011 Court Order dated 11/10/2010 and also to fund lease expenditures for Xerox copy machine.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25009 **4.J.**

Intradepartmental - 275th DC

CC CONSENT

Date:	02/01/2011
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	275th DC
Department:	BUDGET & MANAGEMENT
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - 275th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-005-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 01/26/11.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	01/26/2011 10:51 AM	APRV
2	Ana Galvan	Anna Galvan	01/28/2011 10:44 AM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Sylvia Solis Started On: 01/26/2011 10:11 AM

Final Approval Date: 01/28/2011

DATE: January 26, 2011

2011
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for 275th DC

ACCOUNT NUMBER: 1-1100-412-00-005-001-0-XXX

Contact Person: Sylvia V. Solis **Ph#:** (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	113	REG F/T EMPLOYEES	566.00
890	OTHER	220	FICA	43.30
890	OTHER	230	RETIREMENT	54.34
890	OTHER	250	UNEMPLOYMENT COMP	2.83
			TOTAL	666.47

REASON:
Intradepartmental Transfer to fund the increase in salary and related fringe benefits for Court Reporter position, as per 2011 Court Order dated 11/10/2010.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25019 **4.K.**

Line Item Transfer

CC CONSENT

Date:	02/01/2011
Submitted By:	Esther Contreras, 370TH DISTRICT COURT
Submitted For:	Noe Gonzalez, Judge Presiding
Department:	370TH DISTRICT COURT
Agenda Category:	2011 Interdepartmental Transfers

Information

CAPTION

2011 - 370th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-007-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 1/27/11.

Attachments

Link: Line Item Transfers

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	01/27/2011 07:31 AM	APRV
2	Norma Silva	Norma Silva	01/27/2011 10:36 AM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Esther Contreras Started On: 01/26/2011 02:12 PM

Final Approval Date: 01/28/2011

DATE: January 26, 2011

DEPARTMENT HEAD: NOE GONZALEZ

DEPARTMENT NAME: 370TH DISTRICT COURT

ACCOUNT NUMBER: 1-1100-412-00-007-001-0-

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	535	Postage	$2,000.00
890	OTHER	583	Travel Out of County	$2,000.00
890	OTHER	584	Registration Fees	$1,500.00
890	OTHER	630	Food	$1,500.00
890	OTHER	631	Bottled Water	$500.00
890	OTHER	342	Info & Credit Services	$350.00
890	OTHER	531	Telephone	$2,000.00
890	OTHER	432	Equip & Veh R&M Srv.	$1,500.00
890	OTHER	671	Repair & Maint. Supp-Bldg. & Oth Stuct	$265.00
			TOTAL	11,615.00

REASON: **Current and Future Expenditures**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-25068 **4.L.**

transfer

CC CONSENT

Date: 02/01/2011
Submitted By: Brenda Gonzalez, 449TH DISTRICT COURT
Department: 449TH DISTRICT COURT
Agenda Category: 2010 Intradept.(Line-Item) Transfers

Information

CAPTION
2011 - 449th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-011-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Available account balance as of 01-28-11

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/28/2011 09:54 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	01/28/2011 02:40 PM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Brenda Gonzalez Started On: 01/28/2011 09:29 AM
Final Approval Date: 01/28/2011

BUDGET INTRADEPARTMENAL TRANSFER REQUEST

DATE: 26-Jan-11

DEPARTMENT HEAD: JUDGE JESSE CONTRERAS

DEPARTMENT NAME: 449TH DISTRICT COURT

ACCOUNT NUMBER: 1100-412-00-011-001-0-

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM:		TO:		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
535	POSTAGE	780	CAPITAL LEASES	$2,000.00
607	CLEANING AND SANITATION	780	CAPITAL LEASES	1,000.00
			TOTAL	**3,000.00**

REASON: MONIES NEEDED TO COVER XEROX LEASE.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT DATE ATTEST COUNTY CLERK

AI-24964 **4.M.**

Line Item Transfer to cover increase in court reporter's salary.

CC CONSENT

Date:	02/01/2011
Submitted By:	Anna Galvan, BUDGET & MANAGEMENT
Submitted For:	Judge Jessie Contreras, 449th District Court
Department:	BUDGET & MANAGEMENT
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - 449th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1100-412-00-011-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
funds available as 01/21/2011

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/21/2011 04:23 PM	APRV
2	JC Carreon	JC Carreon	01/21/2011 04:37 PM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Anna Galvan — Started On: 01/21/2011 03:39 PM

Final Approval Date: 01/28/2011

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: January 21, 2011

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Dept. of Budget & Management for 449th District Court

ACCOUNT NUMBER: 1-1100-412-00-011-001-0-XXX

SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM: OBJECT CODE	OBJECT NAME	TO: OBJECT CODE	OBJECT NAME	AMOUNT
890	Other	113	Regular F/T Employees	$ 2,035.00
			TOTAL	**$ 2,035.00**

Reason: Transfer is needed to cover increase in court reporter's salary.

Department Head Signature

Approved Commissioners' Court

Date

Attest County Clerk

AI-25015 **4.N.**

2011 - Health & Human Services Dept. (1293)

CC CONSENT

Date:	02/01/2011
Submitted By:	Mike Escaname, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Mike Escaname
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1293-441-00-340-042-1-xxx

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

BUDGETARY IMPACT:

Funds are in 2010 accounts as carryovers into 2011 have not been done yet.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	01/27/2011 07:31 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	01/27/2011 01:40 PM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Mike Escaname Started On: 01/26/2011 12:37 PM

Final Approval Date: 01/28/2011

Date: January 26, 2011
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 1-1293-441-00-340-042-1-
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
1-1293-441-00-340-042-1-603	PPCPS/PHER-EDUCTION / INS	1-1293-441-00-340-042-1-619	PPCPS/PHER-OTHER MISC S	$10,000.00
1-1293-441-00-340-042-1-748	PPCPS/PHER-OTHER EQUIPM	1-1293-441-00-340-042-1-743	PPCPS/PHER-OFFICE FURNIT	$5,000.00
1-1293-441-00-340-042-1-604	PPCPS/PHER-MEDICAL & LAB	1-1293-441-00-340-042-1-664	PPCPS/PHER-OTHER MINOR	$ 5,000.00
			Amount	$ 20,000.00

Revenue Account
Amount Requested: $ 20,000.00

Reason: Line item transfer needed in proper object code to fund anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-25027 **4.O.**

2011 - Health & Human Services Dept. (1100)

CC CONSENT

Date: 02/01/2011
Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.
Submitted For: Mike Escaname
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Health & Human Services Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011
ACCT. #: 1-1100-441-00-340-003-0-xxx
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
funds availble as of 01/28/2011

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	01/27/2011 07:34 AM	APRV
2	Ana Galvan	Anna Galvan	01/28/2011 03:51 PM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Mike Escaname
Started On: 01/26/2011 03:16 PM

Final Approval Date: 01/28/2011

Date: January 26, 2011
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health Department
Account Number: 1-1100-441-00-340-003-0 CLINICS

Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
1-1100-441-00-340-003-0-442	EQUIP & VEHICLE RENTALS	1-1100-441-00-340-003-0-748	OTHER EQUIPMENT	$ 30,000.00
1-1100-441-00-340-003-0-331	PHYSICIAN SERVICES	1-1100-441-00-340-003-0-748	OTHER EQUIPMENT	$ 8,500.00
1-1100-441-00-340-003-0-331	PHYSICIAN SERVICES	1-1100-441-00-340-003-0-432	EQUIP & VEHICLES R&M SERV	$ 5,000.00
			Amount	$ 43,500.00

Reason: Funds needed in proper object code to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-25021 **4.P.**

2011 - Health & Human Services Dept. (1293)

CC CONSENT

Date: 02/01/2011
Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.
Submitted For: Mike Escaname
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1293-441-00-340-012-1-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available account balance as of 1-27-2011, pending 2010 Sage carry over.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	01/27/2011 07:32 AM	APRV
2	JC Carreon	JC Carreon	01/27/2011 02:23 PM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Mike Escaname Started On: 01/26/2011 02:42 PM

Final Approval Date: 01/28/2011

Date: January 26, 2011
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 1-1293-441-00-340-012-1-
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
1-1293-441-00-340-012-1-583	IMM DIV LOCAL-TRAVEL OUT	1-1293-441-00-340-012-1-584	IMM DIV LOCAL-REGISTRATIC	$1,500.00
			Amount	$ 1,500.00

Revenue Account
Amount Requested: $ 1,500.00

Reason: Line item transfer needed to fund anticipated expenditures

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-25022 **4.Q.**

2011 - Health & Human Services Dept. (1100)

CC CONSENT

Date: 02/01/2011
Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.
Submitted For: Mike Escaname
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Health & Human Services Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011
ACCT. #: 1-1100-441-00-340-001-0-855
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	01/27/2011 07:32 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	01/27/2011 01:46 PM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Mike Escaname
Started On: 01/26/2011 02:45 PM

Final Approval Date: 01/28/2011

Date: January 25, 2011
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health Department
Account Number: 1-1100-441-00-340-001-0 Administration
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
1-1100-441-00-340-001-0-855	LATE FEES, PENL & FIN.	1-1100-441-00-340-001-0-671	R & M SUPPLIES	$ 375.00
			Amount	$ 375.00

Revenue Account
Amount Requested: $ 375.00

Reason: Funds needed in proper object code. /EMERGENCY LINE ITEM TRANSFER

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-25008 **4.R.**

2011 Ch. 19 LIT

CC CONSENT

Date:	02/01/2011
Submitted By:	Veronica Lopez, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Elections Department (1283)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1283-414-00-130-018-0-XXX

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

320 --> 748 $284.99
Available balance as of 01/26/11

336 --> 748 $14,821.29
Available balance as of 01/26/11

747 --> 748 $53.51
Available balance as of 01/26/11

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	01/27/2011 07:30 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	01/27/2011 02:12 PM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Veronica Lopez

Started On: 01/26/2011 10:02 AM

Final Approval Date: 01/28/2011

DATE: January 26, 2011

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Department

ACCOUNT NUMBER: 1-1283-414-00-130-018-0-XXX

2010
Transfer

AI- 25008

Contact Person: Veronica L. Nixon **Ph#:** (956) 318-2570 Ext. 5715

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
320	2010 Chapter 19- Professional Services	748	2010 Chapter 19- Other Equipment	$284.99
336	2010 Chapter 19- Computer Services	748	2010 Chapter 19- Other Equipment	$14,821.29
747	2010 Chapter 19- Software	748	2010 Chapter 19- Other Equipment	$53.51
			TOTAL	$15,159.79

REASON:
Transfer needed for Elections Dept. shredder project.

Approved by

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25010 **4.S.**

2011 (1100) LIT

CC CONSENT

Date:	02/01/2011
Submitted By:	Veronica Lopez, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Elections Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-414-00-130-001-0-XXX

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

BUDGETARY IMPACT:

336 --> 748 $30,344.81
Available balance as of 01/26/11

Attachments

Link: 2011 Elections LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	01/27/2011 07:31 AM	APRV
2	Ana Galvan	Anna Galvan	01/28/2011 10:46 AM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Veronica Lopez Started On: 01/26/2011 10:14 AM

Final Approval Date: 01/28/2011

DATE: January 26, 2011

2011
Transfer

AI- 25010

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Department

ACCOUNT NUMBER: 1-1100-414-00-130-001-0-XXX

Contact Person: Veronica L. Nixon **Ph#:** (956) 318-2570 Ext. 5715

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
336	Elections Dept- Comp Srv	748	Elections Dept- Other Equipment	$30,344.81
			TOTAL	$30,344.81

REASON:
Transfer needed for Elections Dept. shredder project.

Approved by

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-24999 **4.T.**

24999 LIT FROM 529 INTO 661 $2,000.00

CC CONSENT

Date: 02/01/2011
Submitted By: Mary Garcia, TAX OFFICE
Submitted For: Armando Barrera Jr.
Department: TAX OFFICE
Agenda Category: 2011 Interdepartmental Transfers

Information

CAPTION

2011 - Tax Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-15-140-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 1-27-11

Attachments

Link: 24999 LIT 1-25-11 $2,000.00

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	01/27/2011 07:30 AM	APRV
2	JC Carreon	JC Carreon	01/27/2011 02:17 PM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Mary Garcia Started On: 01/25/2011 04:05 PM

Final Approval Date: 01/28/2011

DATE: January 25, 2011

DEPARTMENT HEAD: Armando Barrera Jr.

DEPARTMENT NAME: Hidalgo County Tax Office

ACCOUNT NUMBER: 1-1100-415-15-140-001-0xxx

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
529	SURETY & NOTARY BONDS	661	MINOR OFF FURN & EQUIP	$2,000.00
			TOTAL	$2,000.00

REASON: **To purchase necessary items to operate County office.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-25045 **4.U.**

Intra Dept. Line-Item Transfer 02/01/11

CC CONSENT

Date:	02/01/2011
Submitted By:	Stephanie Palacios, DISTRICT CLERK
Submitted For:	Laura Hinojosa
Department:	DISTRICT CLERK
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - District Clerk (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-090-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 01-27-11

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	01/27/2011 07:38 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	01/27/2011 01:37 PM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Stephanie Palacios Started On: 01/26/2011 04:50 PM

Final Approval Date: 01/28/2011

DATE: January 26, 2011

ELECTED OFFICIAL Laura Hinojosa

DEPARTMENT NAME: District Clerk

ACCOUNT NUMBER: 1-1100-412-00-090-001-0-XXX

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
780	Capital Leases	442	Equipment & Vehicle Rentals	$8,000.00
601	Office Supplies	607	Household & Janitorial Supplies	$600.00
			TOTAL	$8,600.00

REASON: **Transfer monies to the correct object code to cover expenses.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-24993 **4.V.**

Line Item Transfer

CC CONSENT

Date:	02/01/2011
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Sheriff's Office LRGVDC (1284)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1284-421-51-280-030-0-XXX

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

BUDGETARY IMPACT:

#748-->#665 $6,000.00; available balance as of 01/26/11 $9,025.23

Pending grant carry-over for Year 2011 by the County Auditor's Office

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Pat Medina	Pat Medina	01/25/2011 03:28 PM	APRV
2	Budget & Management	Angela Garcia	01/26/2011 10:50 AM	APRV
3	JC Carreon	JC Carreon	01/26/2011 11:12 AM	APRV
4	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Emilia Uriegas Started On: 01/25/2011 02:09 PM

Final Approval Date: 01/28/2011

DATE: January 25, 2011

DEPARTMENT HEAD: **Sheriff Guadalupe "Lupe" Trevino**

DEPARTMENT NAME: **LRGVDC 911 Program**

ACCOUNT NUMBER: **1-1284-421-51-280-030-0-XXX**

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
1-1284-421-51-280-030-0-748	Other Equipment	→	1-1284-421-51-280-030-0-665	Minor Computer Equipment	6,000.00
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
					$6,000.00

REASON: To provide additional funding for the purchase of computer equipment (monitors).

_____

DEPARTMENT HEAD SIGNATURE

_____ _____/_____/_____ _____

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

AI-24997 **4.W.**

Furniture transfer

CC CONSENT

Date: 02/01/2011
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - J.P. 2/2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-064-001-0-XXX

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

BUDGETARY IMPACT:

441-->661 - $ 10,000.00; Funding available as of 1/27/11.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/25/2011 03:27 PM	APRV
2	Norma Silva	Norma Silva	01/27/2011 08:54 AM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Angela Garcia Started On: 01/25/2011 03:16 PM

Final Approval Date: 01/28/2011

BUDGET INTRADEPARTMENAL TRANSFER REQUEST

DATE: 01/25/11

DEPARTMENT HEAD: J.P. ROSA E. TREVINO

DEPARTMENT NAME: J.P. 2/2

ACCOUNT NUMBER: 1-1100-412-00-064-001-0-XXX

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM:		**TO:**		
OBJECT	**OBJECT**	**OBJECT**	**OBJECT**	
CODE	**NAME**	**CODE**	**NAME**	**AMOUNT**
441	LAND & BUILDING RENTAL	661	MINOR OFFICE FURN. & EQUIP.	10,000.00
			TOTAL	**10,000.00**

REASON: MOVED TO NEW LOCATION AND NEED TO FURNISH OFFICE

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT _____ DATE _____ ATTEST COUNTY CLERK

AI-25013 **4.X.**

INTRA - CAP (1200)

CC CONSENT

Date:	02/01/2011
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - CAP (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 1

ACCT. #: 1-1200-431-00-125-028-0-890

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	01/27/2011 07:31 AM	APRV
2	Norma Silva	Norma Silva	01/27/2011 09:38 AM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Marcie Jackson

Started On: 01/26/2011 11:27 AM

Final Approval Date: 01/28/2011

DATE: January 26, 2011

2011
Transfer

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Colonia Access Program for CAP- (1200)

ACCOUNT NUMBER: 1-1200-431-00-125-028-0-890

AI-25013 02/01/11

Contact Person: Marcie Jackson **Ph#:** (956) 787-1891 Ext. 2010

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	COLONIA ACCESS PRG-OTHER	535	COLONIA ACCESS PRG-POSTAGE	$88.00
			TOTAL	88.00

REASON:
Transfer needed to fund future expenditures for postage.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25037 **4.Y.**

Constable Precinct 3 Line Item Transfer

CC CONSENT

Date:	02/01/2011
Submitted By:	Rachel Cavazos, CONSTABLE PCT. #3
Submitted For:	Larry Gallardo
Department:	CONSTABLE PCT. #3
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Constable Pct. #3 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-421-00-293-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 01-27-11

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	01/27/2011 07:36 AM	APRV
2	Veronica Ortiz		01/28/2011 05:37 PM	PEND
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Rachel Cavazos Started On: 01/26/2011 04:18 PM

Final Approval Date: 01/28/2011

DATE: January 31, 2011

DEPARTMENT HEAD: Lazaro Gallardo, Jr.

DEPARTMENT NAME: Constable Precinct 3

ACCOUNT NUMBER: 1-1100-421-00-293-001-0-XXX

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
529	SURETY & NOTARY BONDS	584	REGISTRATION FEES	$ 200.00
529	SURETY & NOTARY BONDS	342	INFO & CREDIT SERVICES	$ 450.00
532	WIRELESS DEVICES	342	INFO & CREDIT SERVICES	$ 1,000.00
442	EQUIP & VEH. RENTALS	780	CAPITAL LEASES	$ 1,500.00
			TOTAL	$ 3,150.00

REASON: TO OPEN PURCHASE ORDERS TO COVER INVOICES FROM JAN. 2011 THRU DEC. 2011

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-25014 **4.Z.**

2011 Line Item Transfer Pct. 1 Drain Imprv. (1200)-Salaries & Fringes

CC CONSENT

Date:	02/01/2011
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Sergio Cruz
Department:	BUDGET & MANAGEMENT
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #1 Drainage Improvement (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-121-052-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 1-27-11.

Attachments

Link: Pct. 1 Drain Improv. LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu	Ivan Cantu	01/26/2011 01:40 PM	APRV
2	Budget & Management	Angela Garcia	01/27/2011 07:31 AM	APRV
3	JC Carreon	JC Carreon	01/27/2011 02:19 PM	APRV
4	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Ivan Cantu Started On: 01/26/2011 11:30 AM

Final Approval Date: 01/28/2011

DATE: **February 1, 2011**

2011
Intradepartmental Transfer

DEPARTMENT HEAD: **Raul Silguero, Jr.**

DEPARTMENT NAME: **Department of Budget & Management for Pct. 1 Drainage Improvement**

ACCOUNT NUMBER: **1-1200-431-00-121-052-0-XXX**

Contact Person: Ivan Cantu **Ph#:** (956) 292-7025 ext. 5425

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
890	Other	113	Reg. F/T Employees	154,080.00
890	Other	115	Longevity Pay	560.00
890	Other	211	Health Insurance	17,780.00
890	Other	212	Life Insurance	160.00
890	Other	220	FICA	11,840.00
890	Other	230	Retirement	14,800.00
890	Other	250	Unemployment Comp.	780.00
			TOTAL	**200,000.00**

REASON:
To fund salaries and fringes expenditures for the Pct. 1 Drainage Improvement Project.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25041 **4.AA.**

2011-Pct#1 R&B (1200)

CC CONSENT

Date: 02/01/2011
Submitted By: Jorge Flores, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION
2011 - Pct. #1 R&B (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011
ACCT. #: 1-1200-431-00-121-005-0-XXX
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Funding available as of 1/27/11.

FISCAL YEAR:
ACCT. #:
FUNDS AVAILABLE Y/N?:
MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Funding available as of 1/27/11.

Attachments

Link: 2011-Pct#1 R&B (1200)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	01/27/2011 07:36 AM	APRV
2	Norma Silva	Norma Silva	01/27/2011 02:32 PM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Jorge Flores
Started On: 01/26/2011 04:43 PM

Final Approval Date: 01/28/2011

DATE: January 26, 2011 **MEETING REQUEST DATE:** February 1, 2011

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA

DEPARTMENT NAME: PCT #1 ROAD & BRIDGE

ACCOUNT NUMBER: 1-1200-431-00-121-005-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
1	-1200	-431	-00	-121	-005	-0	890	Other	1	-1200	-431	-00	-121	-005	-0	425	PEST CONTROL	350.00
1	-1200	-431	-00	-121	-005	-0	890	Other	1	-1200	-431	-00	-121	-005	-0	433	R&B R&M Services	11,000.00
1	-1200	-431	-00	-121	-005	-0	890	Other	1	-1200	-431	-00	-121	-005	-0	609	Agri. & Landscaping	5,000.00
1	-1200	-431	-00	-121	-005	-0	890	Other	1	-1200	-431	-00	-121	-005	-0	623	Bottled Gas	1,000.00
1	-1200	-431	-00	-121	-005	-0	890	Other	1	-1200	-431	-00	-121	-005	-0	671	Bldg. & Other Struc. R&M	5,000.00
1	-1200	-431	-00	-121	-005	-0	334	Arch & Engin. Services	1	-1200	-431	-00	-121	-005	-0	711	R.O.W	3,000.00
1	-1200	-431	-00	-121	-005	-0	334	Arch & Engin. Services	1	-1200	-431	-00	-121	-005	-0	433	R&B R&M Services	10,000.00
																		35,350.00

REASON: PLACING FUNDS IN ACCOUNTS THAT NEED ADDITIONAL FUNDS.PREPARING FOR ANY PURCHASES THAT NEED TO BE MADE.

Commissioner Joel Quintanilla
Hidalgo County, Precinct 1
DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-25042 **4.BB.**

2011-Pct#1 Admin. (1200)

CC CONSENT

Date: 02/01/2011
Submitted By: Jorge Flores, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION
2011 - Pct. #1 Admin. (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011
ACCT. #: 1-1200-431-00-121-004-0-XXX
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
funds available as of 01/28/2011

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	01/27/2011 07:38 AM	APRV
2	Ana Galvan	Anna Galvan	01/28/2011 12:28 PM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Jorge Flores
Started On: 01/26/2011 04:46 PM

Final Approval Date: 01/28/2011

DATE: January 26, 2011 **MEETING REQUEST DATE:** February 1, 2011

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA

DEPARTMENT NAME: Pct. 1 Administration

ACCOUNT NUMBER: 1-1200-431-00-121-004-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM ACCOUNT NUMBER								ACCOUNT NAME		TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
1	1200	431	00	121	004	0	890	Other		1	1200	431	00	121	004	0	412	Cable/ Satellite	$ 600.00
1	1200	431	00	121	004	0	609	Agricultural & Landscaping		1	1200	431	00	121	004	0	425	Pest Control Services	300.00
1	1200	431	00	121	004	0	609	Agricultural & Landscaping		1	1200	431	00	121	004	0	607	Household & Janitorial Supplies	1,000.00
																			$ 1,900.00

REASON: Preparing for any purchases that need to be made.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

AI-25044 **4.CC.**

2011-Pct#1 San. (1100)

CC CONSENT

Date: 02/01/2011
Submitted By: Jorge Flores, COMM. PCT. #1
Department: COMM. PCT. #1

Information

CAPTION
2011 - Pct. #1 San. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-432-00-121-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Available account balance as of 1-27-2011

Attachments

Link: 2011-Pct#1 San. (1100)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	01/27/2011 07:38 AM	APRV
2	JC Carreon	JC Carreon	01/27/2011 02:41 PM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Jorge Flores Started On: 01/26/2011 04:49 PM

Final Approval Date: 01/28/2011

DATE: January 26, 2011 **MEETING REQUEST DATE:** February 1, 2011

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA

DEPARTMENT NAME: PCT #1 SANITATION

ACCOUNT NUMBER: 1-1100-432-00-121-001-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
1	-1100	-432	-00	-121	-001	-0	350	Other Services	1	-1100	-432	-00	-121	-001	-0	425	Pest Control Services	360.00
1	-1100	-432	-00	-121	-001	-0	350	Other Services	1	-1100	-432	-00	-121	-001	-0	601	Office Supplies	3,500.00
1	-1100	-432	-00	-121	-001	-0	350	Other Services	1	-1100	-432	-00	-121	-001	-0	604	Medical & Lab Supplies	500.00
1	-1100	-432	-00	-121	-001	-0	350	Other Services	1	-1100	-432	-00	-121	-001	-0	607	Household & Janitorial	1,500.00
1	-1100	-432	-00	-121	-001	-0	350	Other Services	1	-1100	-432	-00	-121	-001	-0	609	Agri. & Landscaping	3,000.00
1	-1100	-432	-00	-121	-001	-0	350	Other Services	1	-1100	-432	-00	-121	-001	-0	619	Other Misc. Supplies	1,000.00
1	-1100	-432	-00	-121	-001	-0	350	Other Services	1	-1100	-432	-00	-121	-001	-0	630	Food	1,000.00
1	-1100	-432	-00	-121	-001	-0	350	Other Services	1	-1100	-432	-00	-121	-001	-0	631	Bottled Water	3,000.00
1	-1100	-432	-00	-121	-001	-0	350	Other Services	1	-1100	-432	-00	-121	-001	-0	664	Other Minor Equip.	1,500.00
1	-1100	-432	-00	-121	-001	-0	350	Other Services	1	-1100	-432	-00	-121	-001	-0	665	Minor Computer Equip.	1,000.00
1	-1100	-432	-00	-121	-001	-0	350	Other Services	1	-1100	-432	-00	-121	-001	-0	671	Bldg. & Other Structure	5,000.00
1	-1100	-432	-00	-121	-001	-0	350	Other Services	1	-1100	-432	-00	-121	-001	-0	679	Other R&M Supplies	7,000.00
1	-1100	-432	-00	-121	-001	-0	350	Other Services	1	-1100	-432	-00	-121	-001	-0	739	Other Structures	1,500.00
1	-1100	-432	-00	-121	-001	-0	350	Other Services	1	-1100	-432	-00	-121	-001	-0	855	Late Fees, Penalties	300.00
																		30,160.00

REASON: NEEDED TO COVER FUTURE EXPENSES

Commissioner Joel Quintanilla
Hidalgo County Precinct

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-25043 **4.DD.**

2011-Pct#1 Pks. (1100)

CC CONSENT

Date: 02/01/2011
Submitted By: Jorge Flores, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION
2011 - Pct. #1 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011
ACCT. #: 1-1100-452-00-121-013-0-XXX
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Funding available as of 1/28/11.

Attachments

Link: 2011-Pct#1 Pks. (1100)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	01/27/2011 07:38 AM	APRV
2	Norma Silva	Norma Silva	01/28/2011 11:11 AM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Jorge Flores
Started On: 01/26/2011 04:47 PM

Final Approval Date: 01/28/2011

DATE: January 26, 2011 **MEETING REQUEST DATE:** February 1, 2011

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA

DEPARTMENT NAME: PCT #1 PARKS

ACCOUNT NUMBER: 1-1100-452-00-121-013-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
1	-1100	-452	-00	-121	-013	-0	890	Other	1	-1100	-452	-00	-121	-013	-0	425	Pest Control	450.00
1	-1100	-452	-00	-121	-013	-0	890	Other	1	-1100	-452	-00	-121	-013	-0	431	Bldg. & Other Struc.	3,500.00
1	-1100	-452	-00	-121	-013	-0	890	Other	1	-1100	-452	-00	-121	-013	-0	442	Equip. & Veh. Rental	2,000.00
1	-1100	-452	-00	-121	-013	-0	890	Other	1	-1100	-452	-00	-121	-013	-0	540	Advertising	2,000.00
1	-1100	-452	-00	-121	-013	-0	890	Other	1	-1100	-452	-00	-121	-013	-0	550	Printing & Binding	2,500.00
1	-1100	-452	-00	-121	-013	-0	890	Other	1	-1100	-452	-00	-121	-013	-0	581	Travel in county	500.00
1	-1100	-452	-00	-121	-013	-0	890	Other	1	-1100	-452	-00	-121	-013	-0	583	Travel Out Of County	2,000.00
1	-1100	-452	-00	-121	-013	-0	890	Other	1	-1100	-452	-00	-121	-013	-0	584	Registration Fees	2,500.00
1	-1100	-452	-00	-121	-013	-0	890	Other	1	-1100	-452	-00	-121	-013	-0	604	Medical & Lab. Supplies	1,000.00
1	-1100	-452	-00	-121	-013	-0	890	Other	1	-1100	-452	-00	-121	-013	-0	605	Clothing & Uniforms	500.00
1	-1100	-452	-00	-121	-013	-0	890	Other	1	-1100	-452	-00	-121	-013	-0	607	Household & Janitorial	3,500.00
1	-1100	-452	-00	-121	-013	-0	890	Other	1	-1100	-452	-00	-121	-013	-0	609	Agri. & Landscaping	2,000.00
1	-1100	-452	-00	-121	-013	-0	890	Other	1	-1100	-452	-00	-121	-013	-0	626	Gasoline / Diesel	5,000.00
1	-1100	-452	-00	-121	-013	-0	890	Other	1	-1100	-452	-00	-121	-013	-0	631	Bottled Water	1,500.00
1	-1100	-452	-00	-121	-013	-0	890	Other	1	-1100	-452	-00	-121	-013	-0	739	Other Structures	12,000.00
1	-1100	-452	-00	-121	-013	-0	890	Other	1	-1100	-452	-00	-121	-013	-0	748	Other Equip.	3,000.00
1	-1100	-452	-00	-121	-013	-0	890	Other	1	-1100	-452	-00	-121	-013	-0	855	Late Fees, Penalties	300.00
																		44,250.00

REASON: NEEDED TO COVER FUTURE EXPENSES.

Commissioner Joel Quintanilla
DEPARTMENT HEAD SIGNATURE
Hidalgo County, Precinct 1

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-25036 **4.EE.**

LIT Pct# 4 - Drainage Improvement Project (1200 124 036) Salary & Fringes
CC CONSENT

Date:	02/01/2011
Submitted By:	Manuel Chapa, BUDGET & MANAGEMENT
Submitted For:	Sergio Cruz
Department:	BUDGET & MANAGEMENT
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #4 - Drainage Improvement Project (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-124-036-0-890

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

BUDGETARY IMPACT:

Available balance as of 1-26-11 $200,000

Attachments

Link: LIT - Pct# 4 1200

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Manuel Chapa	Manuel Chapa	01/27/2011 08:03 AM	APRV
2	Budget & Management	Erika Zamora	01/27/2011 08:06 AM	APRV
3	Sylvia Solis	Sylvia Solis	01/27/2011 02:16 PM	APRV
4	Ana Galvan	Anna Galvan	01/28/2011 10:54 AM	APRV
5	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Manuel Chapa Started On: 01/26/2011 04:09 PM

Final Approval Date: 01/28/2011

AI# 25036

DATE: 01/26/11

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Budget & Management for - Precinct#4
Drainage Improvemtent Project - Salaries & Fringes

ACCOUNT NUMBER: 1-1200-431-00-124-036-0-XXX

SUBJECT: Intra-departmental Transfer/s

Contact Person: Manuel Chapa **Ph# :** 956-292-7025

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
890	OTHER	113	REG F/T EMPLOYEES	156,475.14
890	OTHER	211	HEALTH INSURANCE	16,061.65
890	OTHER	212	LIFE INSURANCE	120.35
890	OTHER	220	FICA	11,784.39
890	OTHER	230	RETIREMENT	14,788.25
890	OTHER	250	UNEMPLOYMENT COMP	770.22
			TOTAL	200,000.00

REASON: To fund approximately two months of salaries and fringes for the Pct#4 Drainage Improvement Project (2011).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-25039 **4.FF.**

2011 Pct. #4 Administration (1200)

CC CONSENT

Date: 02/01/2011
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #4 Administration (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-124-005-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 1-27-2011

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	01/27/2011 07:36 AM	APRV
2	JC Carreon	JC Carreon	01/27/2011 02:25 PM	APRV
3	Auditor's Office	Angela Garcia	01/27/2011 03:04 PM	APRV
4	JC Carreon	JC Carreon	01/27/2011 03:07 PM	APRV

Form Started By: Jr. Munoz Started On: 01/26/2011 04:22 PM

Final Approval Date: 01/27/2011

DATE: 01/31/11 **AI#**

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Hidalgo County Pct. #4 - Administration

ACCOUNT NUMBER: 1-1200-431-00-124-005-0-XXX

SUBJECT: Intra-departmental Transfer/s

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
739	Other Structures	341	Data Management Pocessing	60.00
739	Other Structures	431	Bldg & Oher Struc R&M Srv	4,246.00
739	Other Structures	601	Office & Computer Supplies	1,000.00
739	Other Structures	531	Telephone	349.22
665	Minor Computer Equipment	531	Telephone	1,000.00
745	Computer Equipment	531	Telephone	1,000.00
				-
				-
				-
				-
				-
				-
				-
				-
				-
			TOTAL	7,655.22

REASON: To cover expected expenses.

DEPARTMENT HEAD SIGNATURE

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

AI-25087 **5.A.**

Interdepartmental transfer from Child Advocay Ctr to Co. Wide Adm. (1100)

CC CONSENT

Date:	02/01/2011
Submitted By:	Erika Zamora, BUDGET & MANAGEMENT
Submitted For:	Valde Guerra
Department:	BUDGET & MANAGEMENT
Agenda Category:	2011 Interdepartmental Transfers

Information

CAPTION

Co. Wide Adm. (1100):
Approval of 2011 interdepartmental transfer from Child Advocacy Ctr to Co. Wide Adm-Contingency in the amount of $50,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 0-1100-4XX-X0-1X5-0XX-0-XXX

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

BUDGETARY IMPACT:
Funds available as of 1/28/11.

Attachments

Link: Co. Wide transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/28/2011 04:21 PM	APRV
2	Ivan Cantu	Ivan Cantu	01/28/2011 04:33 PM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Erika Zamora Started On: 01/28/2011 04:17 PM

Final Approval Date: 01/28/2011

DATE: February 1, 2011

DEPARTMENT HEAD: Raul Silguero, Jr.

2011

Interdepartmental Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Co. Wide Adm

ACCOUNT NUMBER: 0-1100-4XX-X0-1X5-0XX-0-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 292-7025 Ext. 5416

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
1-1100-444-20-125-019-0- 843	CHILD ADVOCACY CTR	AID TO NONGOVT AGENCY	(50,000.00)
TO			
1-1100-415-00-115-002-0- 899	CO WIDE ADM	CONTINGENCY	50,000.00
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON: Transfer to fund creation of Environmental Compliance Monitor.

SIGNATURE

COMMISSIONERS COURT

/ /

DATE

ATTEST, COUNTY CLERK

AI-25088 **5.B.**

Interdepartmental transfer for Auxiliary Court

CC CONSENT

Date:	02/01/2011
Submitted By:	Erika Zamora, BUDGET & MANAGEMENT
Submitted For:	Damaris San Miguel
Department:	BUDGET & MANAGEMENT
Agenda Category:	2011 Interdepartmental Transfers

Information

CAPTION

Auxiliary Court (1100):
Approval of 2011 interdepartmental transfer from Co. Wide Adm.-Contingency to Auxiliary Court in the amount of $3,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-41X-00-XX5-00X-0-XXX

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

BUDGETARY IMPACT:

Funds pending AI#25086 CC 2/1/11.

Attachments

Link: INTERDEPT TRSF

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/28/2011 04:30 PM	APRV
2	Ivan Cantu	Ivan Cantu	01/28/2011 04:35 PM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Erika Zamora Started On: 01/28/2011 04:27 PM

Final Approval Date: 01/28/2011

DATE: February 1, 2011

DEPARTMENT HEAD: Raul Silguero, Jr.

2011
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Auxiliary Crt

ACCOUNT NUMBER: 1-1100-41X-00-XX5-00X-0-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 292-7025 Ext. 5416

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
1-1100-415-00-115-002-0- 899	CO WIDE ADM	CONTINGENCY	(3,000.00)
TO			
1-1100-412-00-045-001-0- 442	AUXILIARY COURT	EQUIP & VEHICLE RENTAL	3,000.00
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON: Transfer to fund copier lease.

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-25061 **6.A.**

Interfund Transfer (1286) Juvenile Accountability Block Grant (JABG)
CC CONSENT

Date:	02/01/2011
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Sergio Cruz
Department:	BUDGET & MANAGEMENT
Agenda Category:	Interfund Transfers

Information

CAPTION

Juvenile Probation Department (1286):
Approval of 2011 interfund transfer from County Wide Administration (1100) to CJD JAIBG grant (1286) in the amount of $263.36 to fund the county's portion (local match) for the CJD JAIBG grant.

BACKGROUND

Grant Amount: $52,633.63
Federal Award: $47,370.27
Local Match: $ 5,263.36 - $5,000.00 has already been reserved in the 1286 fund balance. $263.36 is being transferred into the 1286 fund balance to fully fund the local match.

Fiscal Impact

FISCAL YEAR: 2012
ACCT. #: 1-1100-415-00-115-002-0-899
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Available funds as of 1/27/11.

Attachments

Link: INTERFUND TRANSFER

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Perla Lopez	Perla Lopez	01/28/2011 08:26 AM	APRV
2	Budget & Management	Erika Zamora	01/28/2011 09:04 AM	APRV
3	Roland Garcia	Rolando Garcia	01/28/2011 10:24 AM	APRV
4	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Perla Lopez
Started On: 01/27/2011 04:13 PM

Final Approval Date: 01/28/2011

DATE: February 1, 2011

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for
Juvenile Department - CJD JAIBG Grant (1286)

2011
Transfer

ACCOUNT NUMBER: **1-1100-415-00-115-002-0-899**

CONTACT PERSON: Perla Lopez **PHONE:** 292-7025 ext. 5419

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
1-1100-415-00-115-002-0- 899	**Co Wide Adm - Contingency**	**(263.36)**
1-1100-491-01-000-286-0- 891	**Transfers Out - Desg Purp LV 6**	**263.36**
TO		
1-1286-391-01-000-100-2- 000	**Transfers In - General Fund**	**263.36**
	TOTAL BUDGET INCREASE (DECREASE)	**263.36**

REASON: **Transfer to fund the local match for the CJD JAIBG Grant for FY 2012.**

DEPARTMENT HEAD SIGNATURE

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

AI-25089 **6.B.**

Interfund transfer to Co. Wide Adm. for Eyhorn Property
CC CONSENT

Date:	02/01/2011
Submitted By:	Erika Zamora, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	Interfund Transfers

Information

CAPTION

Co. Wide Adm (1100):
Approval of 2011 interfund transfer from R&B-Contingency (1200) to Co. Wide Adm. (1100) in the amount of $120,000.00 to fund Eyhorn Property expenditures.

BACKGROUND

Fiscal Impact

Attachments

Link: interfund transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/28/2011 04:57 PM	APRV
2	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Erika Zamora
Started On: 01/28/2011 04:49 PM

Final Approval Date: 01/28/2011

DATE: February 1, 2011

DEPARTMENT HEAD: Raul Silguero, Jr.

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

ACCOUNT NUMBER: **1-1X00-XXX-0X-XXX-0-XXX**

2011
Interfund Transfer

CONTACT PERSON: Erika Zamora **PHONE:** 292-7025 ext. 5416

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM:				
1-1200-431-00-125-030-0-	899	Road Adm	Contingency	(120,000.00)
1-1200-391-01-000-100-0-	000	Transfers In	General Fund	(120,000.00)
TO:				
1-1100-491-01-000-200-0-	891	Transfers Out	R&B Co. Wide	(120,000.00)
1-1100-415-00-115-002-0-	439	Co Wide Adm	R&M Srv-Other	50,000.00
1-1100-415-00-115-002-0-	731	Co Wide Adm	Roads	70,000.00
		TOTAL BUDGET INCREASE (DECREASE)		**120,000.00**

REASON: Interfund transfer from Road Adm- Contingency to Co. Wide Adm. for expenditures related to Eyhorn Property.

DEPARTMENT HEAD SIGNATURE

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

AI-25031 **7.A.**

Planning Department

CC CONSENT

Date:	02/01/2011
Submitted By:	Nora Cavazos, PLANNING DEPT.
Submitted For:	Raul Sesin
Department:	PLANNING DEPT.
Agenda Category:	Planning Department

Information

CAPTION

Reimbursement of a Cash Deposit
Resaca Escondida Subdivision – Pct. 1 (Abel Gonzalez)

BACKGROUND

Fiscal Impact

Attachments

Link: Resaca Escondida reimbursement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	01/27/2011 07:36 AM	APRV
2	Olga Garza	Olga Garza	01/27/2011 09:17 AM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Nora Cavazos — Started On: 01/26/2011 03:38 PM

Final Approval Date: 01/28/2011

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

TO: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: JANUARY 26, 20110

RE: RESACA ESCONDIDA SUBDIVISION – PCT. 1

ON JULY 12, 2005, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. A CASH DEPOSIT IN THE AMOUNT OF $40,000.00 WAS USED TO SECURE THE FUNDS FOR THIRTY (30) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $12,000.00. THIS AMOUNT REFLECTS THE COMPLETION OF THE INSTALLATION OF NINE (9) SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT NINE (9) SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO A REIMBURSMENT IN THE AMOUNT OF $12,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$ 40,000.00
1ST REIMBURSEMENT	$ 12,000.00
BALANCE	$ 28,000.00

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

HIDALGO COUNTY PLANNING DEPARTMENT

Official Receipt for Fees

Nº 055531

July 30, 2005

RECEIVED OF: Abel Gonzalez $40,000.00

Forty thousand and 00/100 **DOLLARS**

SUBDIVISION: Penasa Escondida **DEVELOPER**

COST OF PAVING **COST OF DRAINAGE** **PCT.**

FLOODPLAIN ADM. 1100-341-30-210-002-0-000		
Other		
Total		

SUBDIVISION FEES 1100-341-30-210-001-0-000		
Filing/Review Fee		
2% Inspection Fee		
Maps		
Subd. Rules Book		
Other		
Total		

ESCROWS	
1/3 Paving	Acct#
Septic Tanks	05-1100-211-00-000-018-0-000
40 tanks	40,000.00
Other	
Total	40,000.00

M.O. ☐

CHECK ☑ A0670048838 **CASH** ☐

PREPARED BY:

Auditor's Form – ECPD 0001: Rev. 6-04

CASHIER'S CHECK

JPMorgan Chase Bank, N.A.
Brownsville, Texas 78521
Member FDIC

CHASE

A 0670048838

32-115
1110

DATE 06/30/2005

REMITTER ABEL GONZALES% RESACA ESCONDIDA

PAY TO THE ORDER OF HIDALGO COUNTY PLANNING DEPT

***\$40,000.00

JPMORGAN CHASE BANK 40,000dols 00cts

A 60 day waiting period and an Indemnifying Bond is required to replace this check.

067/444/DR

AUTHORIZED SIGNATURE

⑈0670048838⑈ ⑆111001150⑆ ⑈0010179979⑈

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

Hidalgo County Health and Human Services Department
1304 S. 25th Street • Edinburg, Texas 78542
Tel: (956) 383-6221 • Fax: (956) 383-8864

Iván Meléndez, M.D., M.B.A.
Health Authority / Chief Physician

Eduardo Olivarez
Chief Administrative Officer

January 20, 2011

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25 Th St.
Edinburg, TX 78539

RE: RESACA ESCONDIDA SUBDIVISION

According to our records **(9)** of the septic tank systems for Resaca Escondida Subdivision a 30 lots subdivision, located on Mile 14½ Rd & FM 88 have been installed. They have been inspected and can be expected to function satisfactorily.

Sincerely,

Chardo Ramos

Chardo Ramos,
Asst. Chief Inspector

aa

AI-24987 **8.A.**

Pipeline Permit

CC CONSENT

Date:	02/01/2011
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

North Alamo Water Supply Corporation:
1. Approximately 2/10th mile (400') east of 1423 on the north side of Eldora Rd- Need to Break Pavement- Relocate meter- Need to do a new installation- Rene Ovalle- 3/4" service connection

BACKGROUND

Fiscal Impact

Attachments

Link: NAWSC

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	01/26/2011 10:50 AM	APRV
2	Olga Garza	Olga Garza	01/27/2011 08:47 AM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Sandra Garcia — Started On: 01/25/2011 10:12 AM

Final Approval Date: 01/28/2011

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 1st day of February, 2011 does by these presents GRANT, GIVE AND RELINQUISH TO:

North Alamo Water Supply Corporation

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

- 1. Approximately 2/10th mile (400') east of 1423 on the north side of Eldora Rd- Need to Break Pavement- Relocate Meter- Need to do a new installation- Rene Ovalle- ¾" service connection

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

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.



AI-25023 **8.B.**

Pipeline Permit

CC CONSENT

Date:	02/01/2011
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

City of Penitas:
1. Water Line, will be placed on the East R.O. W. of Chihuahua Rd. approximately with 6 feet of cover
2. Influent Force Main Sewer Line, will be placed on the West R.O.W. of Chihuahua Rd. approximately with 6 feet of cover
3. Effluent Force Main Sewer Line, will be placed on the West R.O.W. of Chihuahua Rd. approximately with 6 feet of cover

BACKGROUND

Fiscal Impact

Attachments

Link: Penitas

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	01/27/2011 07:32 AM	APRV
2	Olga Garza	Olga Garza	01/27/2011 08:52 AM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Sandra Garcia Started On: 01/26/2011 02:49 PM

Final Approval Date: 01/28/2011

REVISED JANUARY 2011

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 1st day of February , 2011 does by these presents GRANT, GIVE AND RELINQUISH TO:

City of Penitas

hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 8,12, 12 inch /water/ gas/ sewer/ irrigation line; said line to be constructed of material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

-Water Line, will be placed on the East R.O. W. of Chihuahua Rd. approximately with 6 feet of cover

-Influent Force Main Sewer Line, will be placed on the West R.O.W. of Chihuahua Rd. approximately with 6 feet of cover

-Effluent Force Main Sewer Line, will be placed on the West R.O.W. of Chihuahua Rd. approximately with 6 feet of cover

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

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

AI-25040 **9.A.**

457 Plan hardship wd request

CC CONSENT

Date:	02/01/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval of 457 Plan Hardship withdrawal request for employee #122718

BACKGROUND

Fiscal Impact

Attachments

Link: request

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	01/27/2011 07:46 AM	APRV
2	Erika Zamora	Erika Zamora	01/28/2011 10:30 AM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Monica Badillo — Started On: 01/26/2011 04:28 PM

Final Approval Date: 01/28/2011

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 Plan Employee #122718

Participa [redacted]

Address [redacted]

Social Se [redacted]

SECTIO [redacted]

I understar [redacted]
the withdr [redacted]
distribution [redacted]
me under the Plan [redacted]
taxable as ordinary income in the calendar year in which I receive it. In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.

IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking this hardship withdrawal.

The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you.

( ) Medical expenses incurred by me, my spouse, or any of my dependents (or any expense necessary to obtain medical care).
( ) Purchase (excluding mortgage payments) of my principal residence.
(X) Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependents.
( ) The need to prevent eviction from or mortgage foreclosure on my primary residence.
( ) Funeral or burial expenses for my parent, spouse, child or dependent.
( ) Repair of casualty damage to my primary residence that would be deductible under IRC Section 165.

Hardship Requested $ 500.00 Year-to-date deferrals _____

Total amount deferred since you initially joined the plan $ _____

Have you ever taken a hardship before? yes If so what was the amount taken $ 1,000.00

I hereby request a hardship withdrawal from my account. I meet and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election. I understand that there may be a fee charged to my account by Simpkins & Associates for processing this request.

PARTICIPANT SIGNATURE X [signature] Date 1/25/11

SECTION II – Authorized Plan Representative

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with our Plan document.

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure

- Determine if distribution request complies with all provisions of your plan documents and policies.
- S&A will help facilitate the check as requested above.

Fax request to:
Simpkins & Associates
(972) 960-7133

AI-24994 **10.A.**

Tax Office Refunds

CC CONSENT

Date: 02/01/2011
Submitted By: Hilda Fuentes, TAX OFFICE
Submitted For: Hilda Fuentes
Department: TAX OFFICE
Agenda Category: Tax Refunds

Information

CAPTION

Acct#	Payer	Amt
C2672.00.002.0003.00	Vangala J Reddy M.d. P.a	$10829.40
M2400.00.000.000A.00	Change of name (Breof Bnk) 2007	$77864.14
M2400.00.000.000A.00	Change of name (Breof Bnk)2008	$88534.51
M2400.00.000.000A.00	Change of name (Breof Bnk)2009	$154171.92

BACKGROUND

Fiscal Impact

Attachments

Link: frnt pg
Link: acct pg
Link: vangala
Link: first am
Link: first american
Link: first american con
Link: breof
Link: breof
Link: breof
Link: breof
Link: breof
Link: breof
Link: breof

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/25/2011 03:25 PM	APRV
2	Perla Lopez	Perla Lopez	01/27/2011 09:26 AM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Hilda Fuentes

Started On: 01/25/2011 02:23 PM

Final Approval Date: 01/28/2011

Office of Tax Assessor - Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

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

January 24, 2011

The Honorable Ramon Garcia
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

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

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

When completed, please return the attached to this office.

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

Very truly yours,

Armando Barrera, Jr. RTA

Abj: mm

Enclosure

Xc: Hidalgo County Auditor
Raymundo Eufracio, CPA

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

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

ACCOUNT NUMBER	PAYER	AMOUNT
1.C2672.00.002.0003.00	VANGALA J REDDY M.D P.A	$ 10,829.40
2.M2400.00.000.000A.00	CHANGE OF NAME (BREOF BNK) 2007	$ 77,864.14
3.M2400.00.000.000A.00	CHANGE OF NAME (BREOF BNK) 2008	$ 88,534.51
4.M2400.00.000.000A.00	CHANGE OF NAME (BREOF BNK) 2009	$ 154,171.92

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

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

Print Date: 12/08/2010

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: CR 1-19-11
JC 1/24/11

VANGALA J. REDDY, M.D., P.A.
3111 CENTER POINT DR.
EDINBURG, TX 78539

Account Number
C2672-00-002-0003-00
HCAD No. 711635

Legal Description of the Property
CENTER POINTE (R/S) LOT 3 BLK 2

3111 CENTER POINTE DR

OWNER: REDDY SWAYAMPRABHA V

2010 OVERAGE AMOUNT $10,829.40

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 41: EDINBURG CISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

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

Step 1: Identify the Payer requesting the refund if different than shown above	Name Vangala J. Reddy	Relationship to Property Owner President	
	Mailing Address P.O. Box 2437	Daytime Telephone Number (956) 501-6007	
	City, State, Zip Code McAllen, TX 78502-2437		
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2010 and am the party entitled to the refund.		
Step 3: Mark the reason for the refund and provide a brief explanation	X	Overpaid the account (duplicate payment)	
		Duplicate payment	
		Paid in error (explain)	
Step 4: Provide payment information **Attach copies of cancelled checks or tax office receipts**	Total amount paid by this taxpayer		10829.40
	Total tax, penalty, and interest amount owed for the year		
	Amount of refund claimed		10829.40
Step 5: How should the refund be processed?		Mail to Property Owner	
	X	Mail to Payer at address in Step 1	
		Transfer this amount to account	For tax year
		Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct		
	SIGN HERE Vangala Reddy MD	Date of application 1/4/11	
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10		
AUDITORS USE ONLY:	☑ Approved ☐ Denied By:	Date: 1/24/11	
TAX OFFICE USE ONLY:	☑ Approved ☐ Denied By:	Date: 1-11-11	

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

1/19

	sign here	
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.	
Step 5: Tax refund Determination	This tax refund is ☑ Approved ☐ Disapproved AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: AM 9-15-10 JC 9/15/10	
	sign here Authorized official	Date 9/15/10
	sign here Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*	Date 9/3/10

9/13

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
CHASE BANK OF TEXAS N A PAYER: FIRST AMERICAN CONTROLLED DISBURSTMENT

Present mailing address *(number and street)*
PO BOX 2558 STE 1100 717 TRAVIS ST

City, town or post office, state, ZIP code
HOUSTON, TX 77002-3202

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): MCALLEN STATE BANK LT A

Step 2: Describe the property

Address or location of property:

R230579

Account number of property:
M2400.00.000.000A.00

OR

Tax receipt number:

Step 3: Give the tax payment information

	Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1.	ALL ENTITIES	2007	01/31 / 2008	$ 303190.43	$ 77864.14
2.			/	$	$
3.			/	$	$
4.			/	$	$
5.	TOTAL		/	$	$ 77864.14

Taxpayer's reason for refund *(attach supporting documentation)*: COURT ORDER# C-2180-07-C

HF

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature — Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

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

sign here — Authorized official — Date 9/15/10

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* — Date 9/3/10

9/13

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
BREOF BNK TEXAS LP PAYER: FIRST AMERICAN CONTROLLED DISBURSTMENT

Present mailing address *(number and street)*
181 BAY ST STE 300

City, town or post office, state, ZIP code
M5J2T3, CA

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): MCALLEN STATE BANK LT A

Step 2: Describe the property

Address or location of property:

R230579

Account number of property:
M2400.00.000.000A.00

OR

Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2008	01/27 / 2009	$ 305722.87	$ 88534.51
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 88534.51

Taxpayer's reason for refund *(attach supporting documentation)*: COURT ORDER# C-2298-08-C

HF

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature — Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

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

sign here — Authorized official — Date 9/15/10

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* — Date 9/13/10

9/13

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
BREOF BNK TEXAS LP PAYER: FIRST AMERICAN CONTROLLED DISBURSTMENT

Present mailing address *(number and street)*
181 BAY ST STE 300

City, town or post office, state, ZIP code
M5J2T3, CA

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): MCALLEN STATE BANK LT A

Step 2: Describe the property

Address or location of property:

R230579

Account number of property:

M2400.00.000.000A.00

OR

Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2009	01/26 / 2010	$ 363593.89	$ 154171.92
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 154171.92

Taxpayer's reason for refund *(attach supporting documentation)*: COURT ORDER# C-2298-08-C

HF

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature — Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

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

sign here — Authorized officer — Date 9/15/10

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* — Date 9/3/10

9/13

GEARY, PORTER & DONOVAN
A PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELORS

ONE BENT TREE TOWER
16475 DALLAS PARKWAY, SUITE 400
ADDISON, TEXAS 75001-6837

POST OFFICE BOX 700248
DALLAS, TEXAS 75370-0248

JAMES D. HANNAGAN

DIRECT DIAL NUMBER:
(972) 349-2209

E-MAIL: jhannagan@gpd.com

January 3, 2011

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
Melinda Mendoza
Head Bookkeeper
Hidalgo Tax Office
2804 US Hwy 281
Edinburg, TX 78539

RE: Cause No. C-2298-08-C; *Breof Bnk Texas LP (200 S. 10th) V. Hidalgo County Appraisal District*; in the 139th Judicial District Court of Hidalgo County, Texas; Our File No. 14984-54319

Cause No. C-2180-07-C; *Breof Bnk Texas L.P. v. Hidalgo County Appraisal District*, in the 139th District Court of Hidalgo County, Texas; Matter No. 14984-51997

Dear Ms. Mendoza:

The purpose of this letter is to follow-up on our recent telephone conversation regarding the tax refund checks issued by Hidalgo County in the above-referenced matters. In October 2010, your office issued refund checks to "First American Commercial RE Services." However, as discussed, the refund checks should have been issued to the property owner, "BREOF BNK Texas LP." Accordingly, I am enclosing the following refund checks issued by the County of Hidalgo:

CHECK NO.	AMOUNT
127530	$154,171.92
127531	$ 88,534.51
127532	$ 77,864.14

I ask that you please reissue the enclosed refund checks to "BREOF BNK Texas LP" as soon as possible. I also ask that the refund checks be mailed to the undersigned at the address set forth above. Finally, I ask that all future refund checks, if any, related to the above-referenced lawsuits be issued to "BREOF BNK Texas LP" as well.

If you have any questions, please contact me at your earliest convenience. Thank you for your assistance.

Very truly yours,

GEARY, PORTER & DONOVAN,
A Professional Corporation

By:_____
James D. Hannagan

JDH/rk
Enclosure

cc: Mr. Steven Ganeless
Mr. Sujoy Gupta
Mr. T.J. Schoenemann

CAUSE NO. C-2180-07-C

BREOF BNK TEXAS, LP, **Plaintiff**	§	**IN THE DISTRICT COURT**
vs.	§	**139TH JUDICIAL DISTRICT**
HIDALGO COUNTY APPRAISAL DISTRICT, **Defendant**	§	**HIDALGO COUNTY, TEXAS**

AGREED JUDGMENT

CAME ON TO BE HEARD BREOF BNK TEXAS, LP, Plaintiff herein and HIDALGO COUNTY APPRAISAL DISTRICT, Defendant herein, appearing by and through their respective attorneys of record, and announced to the Court that the parties herein desire to resolve and settle the matters in controversy, and avoid the trouble, expense and uncertainty of litigation, and have reached an agreement to that effect. Having heard these announcements and reviewed the evidence and arguments of counsel, the Court is of the opinion that such terms and conditions are well taken and should form the basis of judgment.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the following stipulations are agreed by the parties and entered by the Court as its judgment.

1. The undersigned parties agree and stipulate that bona fide disputes and controversies exist between the parties concerning the market or appraised value of the subject property for the 2007 tax year. These stipulations are entered into by the parties solely for the purpose of compromising and settling their various claims, each as to the other. No other use of this *Agreed Judgment* may be made by the parties hereto as concerns the claim of either party as to the other, whether having arisen in the past, now pending, or to arise in the future, including, without limitation, subsequent disputes as to the market or appraised value of the subject property within Defendant's appraisal jurisdiction in any subsequent years. In addition, the parties agree that the provisions of Section 23.01(c) of the Texas Property Tax Code are waived by Plaintiff and shall not be applicable to the accounts the subject of this

any refund generated as a result of this *Agreed Judgment* provided any such refund is paid within 90 days from date hereof.

5. All costs and attorney fees are to be borne by the party incurring same.

6. All other relief not specifically granted herein is denied.

SIGNED and entered on this the 2nd day of August, 2010.

JUDGE PRESIDING

APPROVED AS TO FORM:

GEARY, PORTER & DONOVAN, P.C.

By: _____
JAMES D. HANNAGAN
State Bar No. 24059889

One Bent Tree Tower
16475 Dallas Parkway, Suite 400
Addison, TX 75001-6837
(972) 931-9901
(972) 931-9208 (Fax)

ATTORNEYS FOR PLAINTIFF

DATE 8/2/10

A true copy I certify
LAURA HINOJOSA
District Clerk, Hidalgo County, Texas
By _____ Deputy

LAW OFFICE OF RICHARD S. TALBERT

By: _____
RICHARD S. TALBERT
State Bar No. 19616500

612 S. Texas
Weslaco, TX 78596-6222
(956) 968-1578
(956) 968-0698 (Fax)

ATTORNEY FOR DEFENDANT

litigation for any tax year subsequent to the years set forth below. Further, the existence, terms, and contents of this *Agreed Judgment* shall not be admissible in any judicial or administrative proceeding as against either party except as may be necessary to enforce the terms and conditions of said judgment, either party as to the other.

2. Pursuant to Section 42.41 of the Texas Property Tax Code, Defendant, Hidalgo County Appraisal District, shall revise the 2007 appraisal roll to reflect the following as the appraised value for the following account numbers:

Acct. No. M2400-00-000-000A-00 / PID No. 230579

Tax Year	Land Value	Improvement Value	Total Value
2007	$2,692,531.00	$8,645,211.00	$11,337,742.00

Acct. No. M1950-00-031-0007-00 / PID No. 228812

Tax Year	Land Value	Improvement Value	Total Value
2007	$84,000.00	$24,834.00	$108,834.00

Acct. No. M1950-00-031-0009-00 / PID No. 228813

Tax Year	Land Value	Improvement Value	Total Value
2007	$42,000.00	$11,424.00	$53,424.00

3. The undersigned parties shall, as soon as possible following entry of this *Agreed Judgment*, do, or cause their attorneys to do, whatever is reasonably necessary to effect this *Agreed Judgment*, including compliance with the provisions of Sections 42.41 through 42.43 of the Texas Tax Code.

4. The parties acknowledge that Section 42.43, Texas Property Tax Code, provides for payment of interest on any refund made as a result of a final determination of an appeal which decreases a property owner's tax liability. Plaintiff hereby waives any such applicable right to receive interest on

ACCOUNT NUMBER / UNP TOT YEAR-UNIT-OWNER NAME	APPR DIST #	SUIT REC TYPE	DEPOSIT RECEIPT	DATE	REMITTANCE# STAT	AMOUNT	REFUND REASON(S)
M2400-00-000-000A-00 2007 8005 BREOF BNK TEXAS LP	230579	TL	RF100904	20100904 09/04/2010	11401107 DA	77,864.14	VALUE DECREASED
CHECK PAYEE: FIRST AMERICAN CONTROLLED DISBURSEMENTS	MCALLEN STATE BANK LOT A				CHECK TOTAL:	77,864.14	
PO BOX 167928							
IRVING TX 75016-7928							

put bill already w/auditor Court order

FIDO # : 01321630
TOTAL AMOUNT DUE FOR ACCOUNT .00

DATE: 20100908 BREOF BNK TEXAS LP	181 BAY ST STE 300 CANADA	TORONTO M5J2T3	000000000
DATE: 20080613 BREOF BNK TEXAS LP TORONTO	M5J2T3	181 BAY ST STE 300 CA	000000000
DATE: 20080409 BREOF BNK TEXAS LP	181 BAY ST STE 300 CANADA	TORONTO M5J2T3	000000000
DATE: 20080207 CHASE BANK OF TEXAS N A	PO BOX 2558 STE 1100 HOUSTON	717 TRAVIS ST TX	770023202

ACCOUNT NUMBER / UNP TOT YEAR-UNIT-OWNER NAME	APPR DIST #	SUIT REC TYPE	DEPOSIT RECEIPT	DATE	REMITTANCE# STAT	AMOUNT	REFUND REASON(S)
M2400-00-000-000A-00 2008 8005 BREOF BNK TEXAS LP	230579	TL	RF100904	20100904 09/04/2010	13315196 DA	88,534.51	VALUE DECREASED
CHECK PAYEE: FIRST AMERICAN COMMERCIAL RE SERVICES	MCALLEN STATE BANK LOT A				CHECK TOTAL:	88,534.51	
PO BOX 167928							
IRVING TX 75016							

Court order put bill already w/auditor

FIDO # : 20384505
AGENT #: 00688243 THOMSON PROPERTY TAX SERVICES
TOTAL AMOUNT DUE FOR ACCOUNT .00

DATE: 20100908 BREOF BNK TEXAS LP TORONTO	181 BAY ST STE 300 M5J2T3	CA 00000	
DATE: 20081217 BREOF BNK TEXAS LP	181 BAY ST STE 300 CANADA	TORONTO M5J2T3	
DATE: 20081203 BREOF BNK TEXAS LP	181 BAY ST STE 300 CANADA	TORONTO M5J2T3	000000000

put bill already in court + order w/auditor

ACCOUNT NUMBER / UNP TOT YEAR UNIT OWNER NAME	APPR DIST #	SUIT REC TYPE	DEPOSIT RECEIPT	DATE	REMITTANCE# STAT	AMOUNT	REFUND REASON(S)
M2400-00-000-000A-00	230579		RF100904	20100904			
2009 8005 BREOF BNK TEXAS LP		TL	1	09/04/2010	15503251 DA	154,171.92	VALUE DECREASED
MCALLEN STATE BANK LOT A					CHECK TOTAL:	154,171.92	

CHECK PAYEE: FIRST AMERICAN COMMERCIAL RE SERVICES, INC
MIDLAND LOAN SERVICING, L.P.
PO BOX 167928
IRVING TX 75019

FIDO # : 20525155
AGENT #: 00688243 THOMSON PROPERTY TAX SERVICES
TOTAL AMOUNT DUE FOR ACCOUNT .00

DUE

DATE: 20100908 BREOF BNK TEXAS LP
TORONTO
181 BAY ST STE 300
M5J2T3 CANADA 00000

M2760-01-00E-0044-00	R558694		RF100904	20100904			
2005 8005 VILLARREAL, GLORIA E GARZA		TL	1	09/04/2010	7427735 DA	172.19	HOMESTEAD ADDED
MCCOOK ACRES #1 LOT 44 BLK E 5.00					LEVY:	120.58	
4.93 AC NET					PENALTY:	14.47	
					INTEREST:	8.44	
					ATTORNEY:	28.70	
					CHECK TOTAL:	172.19	

CHECK PAYEE: QUINTERO, MINERVA
1916 WESTWAY
MCALLEN TX785016112

TOTAL AMOUNT DUE FOR ACCOUNT 139.43

AG 172.19+
TP 113.66-
58.53*

DATE: 20100907 QUINTERO, MINERVA
1916 WESTWAY
MCALLEN TX 785016112

AI-24718 **11.A.**

Membership Renewals for the Hidalgo Count Purchasing Department
CC CONSENT

Date: 02/01/2011
Submitted By: Nielda Cavazos, PURCHASING DEPT.
Submitted For: Nielda Cavazos
Department: PURCHASING DEPT.
Agenda Category: Membership Dues

Information

CAPTION

Purchasing Department:
Requesting approval to make payment for the 2011 Annual Membership Dues with authority for the County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor for the following:

NIGP (Excellence in Public Procurement)	$1,275.00	Req#187233
TXPPA (Texas Public Purchasing Association)	$50.00	Req#187225

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-18-160-001-0-810
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Amount available through Req#187225 and Req#187233 in the amt of $50.00 and $1,275.00 as of 1/28/11 for Texas Public Purchasing Association and NIGP.

Attachments

Link: TXPPA Invoice
Link: NIGP

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/19/2011 02:13 PM	APRV
2	Erika Zamora	Erika Zamora	01/28/2011 09:20 AM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Nielda Cavazos Started On: 01/07/2011 08:53 AM

Final Approval Date: 01/28/2011

Texas Public Purchasing Association

1821 Rutherford Lane, Ste 400
Austin, TX 78754
512-231-7400
Federal ID# 74-2501933
www.txppa.org

TxPPA 2011 MEMBERSHIP DUES

Martha Salazar
Purchasing Agent
Hidalgo County Purchasing
2812 S Business 281
Edinburg, TX 78539-6243

ID Number:	35684
Date:	January 14, 2011
Phone:	(251) 318-2626
Fax:	(956) 318-2629
E-mail:	martha.salazar@co.hidalgo.tx.us

Dear Ms. Salazar:

It is time to renew your **Agency** membership with the Texas Public Purchasing Association (TxPPA)! Please note above any information that is incorrect or has changed including certification(s).

Membership Year	Dues Amount
January 1, 2011 to December 31, 2011	**$50.00**

By renewing your membership with TxPPA we can continue to work towards our goals and objectives of:

- ★ Establishing cooperative relationships among our members for the development of efficient purchasing methods and practices in the field of public procurement.
- ★ Promoting the highest ethical standards of conduct in the performance of public and non profit purchasing.
- ★ Promoting uniform public purchasing laws and simplified standards and specifications.
- ★ Providing informed counsel to others who are responsible for the formulation and promulgation of policies, rules and laws which directly or indirectly affect the process of public and non-profit purchasing.
- ★ Collecting and disseminating useful information for its members.
- ★ Promoting the interchange of ideas and experiences within the purchasing profession.
- ★ Encouraging research and investigation and to sponsor such other activities as may be useful in providing its members with knowledge for efficient procurement.

If you have any questions regarding your membership, please contact the TxPPA administrative offices at 512-231-7400 or call one of the TxPPA Board members listed at txppa.org

Please use the enclosed return envelope and make your check payable to TxPPA, 1821 Rutheford Lane, Ste 400, Austin, TX 78754. You may pay with credit card securely online at www.txppa.org/assoc/cms/membership/MembershipOnlineRenewal.

Note: TxPPA membership dues are not deductible as charitable contributions for federal income tax purposes. However, membership dues may be deductible by members as an ordinary and necessary business expense.

TEXAS PUBLIC PURCHASING ASSOCIATION

1821 RUTHERFORD LANE, STE 400, AUSTIN, TEXAS 78754 ★ 512.231.7400 ★ 512.231.7494

EXEC BOARD 2010

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C.P.M.
City of College Station
979.764.3557

Vice President
Kay Foster
C.P.M.
DFW Int'l Airport
972.973.5616

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Carol Cooper
C.P.M., CPPO, CPSM
City of Garland
972.205.2425

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Frank Ybarbo
Collin County
972.548.4111

Past President
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Tarrant County
817.884.1133

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432.349.0116

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281.403.8612

Michael Sparkes
C.P.M.
Lee College
281.425.6327

Mark Vechione
CTSBS
Socorro ISD
915.937.0160

txppa.org

December 27, 2010

Dear TxPPA Member:

Attached you will find your membership dues invoice for the Texas Public Purchasing Association (TxPPA). We understand that the economy is hard and are pleased that we have been able to keep our membership dues at the very affordable rate of $50 a year. This is a great value considering the benefits available to you through TxPPA membership, including continuing education, professional growth, and access to a large network of public purchasing colleagues across Texas. The List Serve itself is worth the cost of membership, as a member attested in a recent List Serve response:

> "It didn't quite smell right, so I put that out on the listserv to verify/ I LOVE this listserv…it keeps me out of trouble."

We have grown so much as an organization in the few short years TxPPA has existed and, with your help, we will continue to grow and enhance the benefits we are able provide to our members.

We hope you'll take a minute to review your invoice, make any necessary changes directly on the form, and remit your dues payment right away.

Sincerely,

Kay Foster, C.P.M.
TxPPA Vice President
kfoster@dfwairport.com

PLEASE DISREGARD THIS NOTICE IF PAYMENT HAS ALREADY BEEN MADE

NIGP
Excellence in Public Procurement

MEMBERSHIP RENEWAL INVOICE

BILL TO Agency PIN #: 30233

Mrs. Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County
100 E. Cano
Administrative Building-5th Floor
Edinburg, TX 78539-4548

Invoice Date:	1/6/2011
NIGP Fed. ID #:	53-0196623
Membership Exp. Date	3/11/2011
Total Membership Fees Due	$1,275.00
Invoice #	82698

Membership Dues Rates

Members	Dues Rate
1 - 4	$330
5 - 7	$505
8 - 13	$710
14 - 19	$990
20 - 29	$1,275
30 - 49	$1,825
50 - 79	$1,950
80 - 99	$2,390
100 - 199	$3,545
200 - 299	$4,570
300 - 399	$5,400
400 - 500	$6,150

Lewis E. Spangler

Professional Development Foundation Scholarship Program

As a 501(c)3 non-profit association, NIGP and the LES Foundation qualifies as a charitable organization, and as such, donations to NIGP and/or the Foundation are tax-deductible. NIGP's federal tax ID number is 53-0196623.

Simply Enclose Donation with Membership Payment **$20** **$30** **$100** **$500** **$1000** **$** _____

Membership Dues Amount: $1,275.00 Agency Phone: (956)318-2626 Invoice #: 82698

Agency Name: Hidalgo County Agency Pin: 30233

If paying by Credit Card please complete the following and Fax OR Mail to the address listed below.

Total Amount Paid: _____

(Do Not Do Both or Your Credit Card Will Be Charged Twice)

Credit Card: _____ MC VI AmEx (Circle one) Expiration Date: __ __/__ __

CVV (3 digits on back of card) __ __ __ Name on Card: _____

AmEx CVV (4 digits on front of card) __ __ __ __

Signature: _____ Billing Address Postal Code _____

Mail Check Payments WITH THIS INVOICE to:

NIGP / Accounting Department
151 Spring Street
Herndon, VA 20170-522
Phone: 1 (800) 367-6447 Fax: (703) 736-9644

Payments received by check will be electronically deposited. You may opt out of this program by paying with a money order or a travelers check.
In the unlikely event your check (payment) is returned unpaid we may elect to re-present your check (payment) up to two more times.

AI-24988 **11.B.**

Membership Dues - FBI National Academy Associates, Inc.

CC CONSENT

Date:	02/01/2011
Submitted By:	Myra Montoya, SHERIFF DEPT.
Submitted For:	Myra Montoya
Department:	SHERIFF DEPT.
Agenda Category:	Membership Dues

Information

CAPTION

Sheriff's Dept.:
Requesting approval of payment for mebership dues for Chief Deputy Anacleto Martinez to the FBI National Academy Associates, Inc. in the amount of $90.00 for the year 2011.

BACKGROUND

The FBI National Academy Associates, Inc. is a non profit international organization of senior law enforcement professionals dedicated to providing our communities and profession with the highest degree of law enforcement expertise, training, education and information.

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-421-00-280-001-0-810

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

BUDGETARY IMPACT:

Available balance as of 1/26/11 $4,700.00

Attachments

Link: FBINAA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	01/25/2011 01:28 PM	APRV
2	Budget & Management	Erika Zamora	01/25/2011 03:22 PM	APRV
3	Manuel Chapa	Manuel Chapa	01/27/2011 08:23 AM	APRV
4	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Myra Montoya Started On: 01/25/2011 10:28 AM

Final Approval Date: 01/28/2011

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, *ANACLETO MARTINEZ*, do hereby state that my membership in the *FBI NATIONAL ACADEMY ASSOCIATES, INC.* on behalf of Hidalgo County is necessary in the performance of my duties as an official/employee of Hidalgo County. I further state the following:

1.) My participation in the association or organization is for the betterment of County Government and the benefit of me as a County Official or employee;

2.) The association of organization is not affiliated with a labor organization;

3.) Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislative committee at the request of the committee or member of the legislature; and

4.) Neither the association or organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____

TITLE: CHIEF DEPUTY

Before me Myra M. Montoya a Notary Public, appeared , ANACLETO MARTINEZ and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

MYRA MICHELLE MONTOYA
Notary Public
STATE OF TEXAS
My Comm. Exp. July 27, 2013

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

FBINAA FBI National Academy Associates, Inc.

For faster service, pay your membership online at www.fbinaa.org.

Membership Type: (you should choose **2** of the 4 options)
- ☑ Active Membership (sworn position) ○ Retired Membership
- ☑ Renewing (no break in membership)

Additional Membership Options (choose these only if they apply to you)
- ○ Dual (joining an additional chapter) ○ Transfer to/from another chapter

Member # (if known): _____ Session #: _____

Membership Application

Last Name: MARTINEZ

First Name: ANACLETO

Preferred Mailing Address: ☐ Work ☐ Home

Home Street Address: 522 N GAY DR

City: PHARR

State: TEXAS

Zip: 78577

Country: USA

Home Phone: 956-787-6502 Home Fax: ___-___-____

Agency Name: HIDALGO COUNTY SHERIFF'S OFFICE

Agency Street Address: 711 EL CIBOLO RD

City: EDINBURG

State: TEXAS

Zip: 78542

Phone: 956393-6002 Fax: 956-393-6179

Home Email : SONNYMARTINEZ1@ATT.NET

Work Email: ANACLETO.MARTINEZ@HIDALGOSO.ORG

Chapter Name: TEXAS

Enter the dues amount ($60 for Active National; $30 for Retired National) = $ 60.00

Enter your corresponding Chapter dues (***PLEASE*** include chapter dues) = $ 30.00

If paying by CHECK (***DEDUCT*** the processing fee) Processing Fee =$ **2.00**

TOTAL: $ 90.00

Forms of Payment:

Forms of payment include check, Visa, Mastercard, American Express, and Discover.

Make checks payable to *FBINAA.*

*Mail **directly to your chapter** or to FBINAA, Attn: Member Services, FBI Academy, Quantico, VA 22135.*

Payment Method:☐ Check ☐ Credit Card

Card Number: _____ **Exp:** ___/___

Name as it appears on the card: _____

AI-24985 **11.C.**

Membership Dues - AAPP

CC CONSENT

Date:	02/01/2011
Submitted By:	Myra Montoya, SHERIFF DEPT.
Submitted For:	Myra Montoya
Department:	SHERIFF DEPT.
Agenda Category:	Membership Dues

Information

CAPTION

Sheriff's Dept.:
Requesting approval of payment for year 2011 membership dues for Captain Andres Guzman to the American Association of Police Polygraphists, Inc. (AAPP) in the amount of $125.00

BACKGROUND

The AAPP holds that the difference between truth and deception is as fundamental as the difference between right and wrong, and that the well being and needs to communities, agencies, and individuals are best served by an objective and scientific approach to lie detection and credibility assesment.

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-421-00-280-001-0-810

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

BUDGETARY IMPACT:

Available balance as of 1/26/11 $4,700.00

Attachments

Link: American Assoc. Of Police Polygraphists

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	01/25/2011 12:48 PM	APRV
2	Budget & Management	Erika Zamora	01/25/2011 03:21 PM	APRV
3	Manuel Chapa	Manuel Chapa	01/27/2011 08:50 AM	APRV
4	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Myra Montoya Started On: 01/24/2011 04:22 PM

Final Approval Date: 01/28/2011

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, *ANDRES GUZMAN*, do hereby state that my membership in the *AMERICAN ASSOC. OF POLICE POLYGRAPHISTS* on behalf of Hidalgo County is necessary in the performance of my duties as an official/employee of Hidalgo County. I further state the following:

1.) My participation in the association or organization is for the betterment of County Government and the benefit of me as a County Official or employee;

2.) The association of organization is not affiliated with a labor organization;

3.) Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislative committee at the request of the committee or member of the legislature; and

4.) Neither the association or organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Andres Guzman J

TITLE: CAPTAIN

Before me Myra M. Montoya, a Notary Public, appeared , ANDRES GUZMAN and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

MYRA MICHELLE MONTOYA
Notary Public
STATE OF TEXAS
My Comm. Exp. July 27, 2013

Myra M. Montoya
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

Invoice

American Association of Police Polygraphists, Inc. AAPP
P. O. Box 657
Waynesville, OH 45068-0657
(888) 743-5479 Fax: (937) 488-1046
aappnom@hughes.net

Date	Invoice #
9/1/2010	11-1947

Bill To

Andres Guzman
Hildago Cty. Sheriff's Office
P.O. Box 1228
Edinburg, TX 78542

P.O. No.	AAPP #
	1947

Description	Qty	Rate	Amount
Membership Dues for 2011		125.00	125.00

AAPP accepts VISA and MASTERCARD. Please include Credit Card Type, Card Number, Expiration Date, and the seven-digit number on reverse side of card (v-code). Thank you. Receipt will be sent upon request. You can also pay through PayPal by visiting our website at www.policepolygraph.org.

Total	$125.00
Payments/Credits	$0.00
Balance Due	**$125.00**

Federal Tax ID #840892388

AI-24983 **11.D.**

Membership Dues- FBI LEEDA

CC CONSENT

Date:	02/01/2011
Submitted By:	Myra Montoya, SHERIFF DEPT.
Submitted For:	Myra Montoya
Department:	SHERIFF DEPT.
Agenda Category:	Membership Dues

Information

CAPTION

Sheriff's Dept.:
Requesting approval of payment to FBI Law Enforcement Executive Development Association (LEEDA) for Sheriff Guadalupe Trevino, Captain Rodolfo Espinoza, Captain Jorge Arce, Captain Juan Montemayor and Captain Andres Guzman for the total amount of $250.00 ($50.00 each).

BACKGROUND

The Mission of FBI/LEEDA is to advance the science and art of police leadership and management. Develop and disseminate improved administrative and technical practices to meet the needs of law enforcement executives.

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-421-00-280-001-0-810

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

BUDGETARY IMPACT:

Available balance as of 1/26/11 $4,700.00

Attachments

Link: FBILEEDA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	01/25/2011 12:48 PM	APRV
2	Budget & Management	Erika Zamora	01/25/2011 03:14 PM	APRV
3	Manuel Chapa	Manuel Chapa	01/27/2011 09:11 AM	APRV
4	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Myra Montoya Started On: 01/24/2011 03:43 PM

Final Approval Date: 01/28/2011

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, *GUADALUPE TREVINO*, do hereby state that my membership in the *FBI LEEDA* on behalf of Hidalgo County is necessary in the performance of my duties as an official/employee of Hidalgo County. I further state the following:

1.) My participation in the association or organization is for the betterment of County Government and the benefit of me as a County Official or employee;

2.) The association of organization is not affiliated with a labor organization;

3.) Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislative committee at the request of the committee or member of the legislature; and

4.) Neither the association or organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____

TITLE: SHERIFF

Before me Patricia Medina, a Notary Public, appeared , GUADALUPE TREVINO and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

PATRICIA MEDINA
Notary Public
STATE OF TEXAS
My Comm. Exp. Nov. 15, 2011

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

FBI–LEEDA

Law Enforcement Executive Development Association

Sheriff Guadalupe "Lupe" Trevino
Hidalgo County Sheriff's Office
P. O. Box 1228
Edinburg, TX 78540

FBI – LEEDA DUES INVOICE – 2011

Please make the appropriate changes to your profile where necessary below. PLEASE RETURN THIS INVOICE WITH CORRECTIONS, if any, along with your annual dues, to the FBI – LEEDA office.

Membership Number:	7213
Name:	Guadalupe "Lupe" Trevino
Title:	Sheriff
Agency:	Hidalgo County Sheriff's Office
Mailing Address:	P. O. Box 1228 Edinburg, TX 78540
Agency Telephone:	956-383-8114
Agency Facsimile:	956-393-6179
Email:	
Residence Address:	
Residence Phone:	

2011 Annual Dues: $50.00 (due by March 1, 2011)

Please make check payable to FBI – LEEDA Mail Check and Invoice to:

FBI – LEEDA
5 Great Valley Parkway – Suite 125
Malvern, PA 19355
Tel: 877-772-7712 • Fax: 610-644-3193

FBI-LEEDA's mailing address has changed. Please update your records.

You can renew your membership on-line at www.leedafbi.org – VISA or MASTERCARD accepted

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, *RODOLFO ESPINOZA*, do hereby state that my membership in the *FBI LEEDA* on behalf of Hidalgo County is necessary in the performance of my duties as an official/employee of Hidalgo County. I further state the following:

1.) My participation in the association or organization is for the betterment of County Government and the benefit of me as a County Official or employee;

2.) The association of organization is not affiliated with a labor organization;

3.) Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislative committee at the request of the committee or member of the legislature; and

4.) Neither the association or organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: R. Espinoza

TITLE: CAPTAIN

Before me Myra M. Montoya, a Notary Public, appeared , RODOLFO ESPINOZA and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

MYRA MICHELLE MONTOYA
Notary Public
STATE OF TEXAS
My Comm. Exp. July 27, 2013

Myra M. Montoya
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

FBI–LEEDA

Law Enforcement Executive Development Association

Captain Rodolfo Espinoza
Hidalgo County Sheriff's Office
P.O. Box 1228
Edinburg, TX 78540

FBI – LEEDA DUES INVOICE – 2011

Please make the appropriate changes to your profile where necessary below. PLEASE RETURN THIS INVOICE WITH CORRECTIONS, if any, along with your annual dues, to the FBI – LEEDA office.

Membership Number:	7548
Name:	Rodolfo Espinoza
Title:	Captain
Agency:	Hidalgo County Sheriff's Office
Mailing Address:	P.O. Box 1228 Edinburg, TX 78540
Agency Telephone:	956-383-8114
Agency Facsimile:	956-393-6027
Email:	~~r.espinoza@hidalgoso.org~~ rodolfo.espinoza@hidalgoso.org
Residence Address:	
Residence Phone:	

2011 Annual Dues: $50.00 (due by March 1, 2011)

Please make check payable to FBI – LEEDA Mail Check and Invoice to:

FBI – LEEDA
5 Great Valley Parkway – Suite 125
Malvern, PA 19355
Tel: 877-772-7712 • Fax: 610-644-3193

FBI-LEEDA's mailing address has changed. Please update your records.

You can renew your membership on-line at www.leedafbi.org – VISA or MASTERCARD accepted

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, *JORGE ARCE*, do hereby state that my membership in the *FBI LEEDA* on behalf of Hidalgo County is necessary in the performance of my duties as an official/employee of Hidalgo County. I further state the following:

1.) My participation in the association or organization is for the betterment of County Government and the benefit of me as a County Official or employee;

2.) The association of organization is not affiliated with a labor organization;

3.) Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislative committee at the request of the committee or member of the legislature; and

4.) Neither the association or organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____

TITLE: CAPTAIN

Before me Myra M. Montoya a Notary Public, appeared , JORGE ARCE and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

MYRA MICHELLE MONTOYA
Notary Public
STATE OF TEXAS
My Comm. Exp. July 27, 2013

Myra M. Montoya
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

FBI–LEEDA

Law Enforcement Executive Development Association

Lieutenant Jorge Arce
Hidalgo County Sheriff's Office
P.O. Box 1228
Edinburg, TX 78540

FBI – LEEDA DUES INVOICE – 2011

Please make the appropriate changes to your profile where necessary below. PLEASE RETURN THIS INVOICE WITH CORRECTIONS, if any, along with your annual dues, to the FBI – LEEDA office.

Membership Number:	7372
Name:	Jorge Arce
Title:	~~Lieutenant~~ Captain
Agency:	Hidalgo County Sheriff's Office
Mailing Address:	P.O. Box 1228 Edinburg, TX 78540
Agency Telephone:	956-383-8114
Agency Facsimile:	956-393-6027
Email:	jarce@hidalgoso.org Jorge.arce@hidalgoso.org
Residence Address:	
Residence Phone:	

2011 Annual Dues: $50.00 (due by March 1, 2011)

Please make check payable to FBI – LEEDA Mail Check and Invoice to:

FBI – LEEDA
5 Great Valley Parkway – Suite 125
Malvern, PA 19355
Tel: 877-772-7712 • Fax: 610-644-3193

FBI-LEEDA's mailing address has changed. Please update your records.

You can renew your membership on-line at www.leedafbi.org – VISA or MASTERCARD accepted

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, *JUAN MONTEMAYOR*, do hereby state that my membership in the *FBI LEEDA* on behalf of Hidalgo County is necessary in the performance of my duties as an official/employee of Hidalgo County. I further state the following:

1.) My participation in the association or organization is for the betterment of County Government and the benefit of me as a County Official or employee;

2.) The association of organization is not affiliated with a labor organization;

3.) Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislative committee at the request of the committee or member of the legislature; and

4.) Neither the association or organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____

TITLE: CAPTAIN

Before me Myra M. Montoya, a Notary Public, appeared, JUAN MONTEMAYOR and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

MYRA MICHELLE MONTOYA
Notary Public
STATE OF TEXAS
My Comm. Exp. July 27, 2013

Myra M. Montoya
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

FBI–LEEDA

Law Enforcement Executive Development Association

Captain Juan Montemayor
Hilalgo County Sheriff's Office
P. O. Box 1228
Edinburg, TX 78540

FBI – LEEDA DUES INVOICE – 2011

Please make the appropriate changes to your profile where necessary below. PLEASE RETURN THIS INVOICE WITH CORRECTIONS, if any, along with your annual dues, to the FBI – LEEDA office.

Membership Number:	7347
Name:	Juan Montemayor
Title:	Captain
Agency:	Hilalgo County Sheriff's Office
Mailing Address:	P. O. Box 1228 Edinburg, TX 78540
Agency Telephone:	956-383-8114
Agency Facsimile:	956-393-6027
Email:	~~jmontemayor~~@hidalgoso.org john.montemayor@hidalgoso.org
Residence Address:	
Residence Phone:	

2011 Annual Dues: $50.00 (due by March 1, 2011)

Please make check payable to FBI – LEEDA Mail Check and Invoice to:

FBI – LEEDA
5 Great Valley Parkway – Suite 125
Malvern, PA 19355
Tel: 877-772-7712 • Fax: 610-644-3193

FBI-LEEDA's mailing address has changed. Please update your records.

You can renew your membership on-line at www.leedafbi.org – VISA or MASTERCARD accepted

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, *ANDRES GUZMAN*, do hereby state that my membership in the *FBI LEEDA* on behalf of Hidalgo County is necessary in the performance of my duties as an official/employee of Hidalgo County. I further state the following:

1.) My participation in the association or organization is for the betterment of County Government and the benefit of me as a County Official or employee;

2.) The association of organization is not affiliated with a labor organization;

3.) Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislative committee at the request of the committee or member of the legislature; and

4.) Neither the association or organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Andres Guzman J

TITLE: CAPTAIN

Before me Myra M. Montoya, a Notary Public, appeared , ANDRES GUZMAN and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

MYRA MICHELLE MONTOYA
Notary Public
STATE OF TEXAS
My Comm. Exp. July 27, 2013

Myra M. Montoya
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

FBI–LEEDA

Law Enforcement Executive Development Association

Captain Andres Guzman
Hidalgo County Sheriff's Office
P.O. Box 1228
Edinburg, TX 78540

FBI – LEEDA DUES INVOICE – 2011

Please make the appropriate changes to your profile where necessary below. PLEASE RETURN THIS INVOICE WITH CORRECTIONS, if any, along with your annual dues, to the FBI – LEEDA office.

Membership Number:	7385
Name:	Andres Guzman
Title:	Captain
Agency:	Hidalgo County Sheriff's Office
Mailing Address:	P.O. Box 1228 Edinburg, TX 78540
Agency Telephone:	956-383-8114
Agency Facsimile:	956-383-6027
Email:	~~aguzman@hidalgoso.org~~ andres.guzman@hidalgoso.org
Residence Address:	
Residence Phone:	

2011 Annual Dues: $50.00 (due by March 1, 2011)

Please make check payable to FBI – LEEDA Mail Check and Invoice to:

FBI – LEEDA
5 Great Valley Parkway – Suite 125
Malvern, PA 19355
Tel: 877-772-7712 • Fax: 610-644-3193

FBI-LEEDA's mailing address has changed. Please update your records.

You can renew your membership on-line at www.leedafbi.org – VISA or MASTERCARD accepted

AI-24982 **11.E.**

Membership Dues - FBI LEEDA

CC CONSENT

Date:	02/01/2011
Submitted By:	Virginia Rodriguez, SHERIFF DEPT.
Submitted For:	Virginia Rodriguez
Department:	SHERIFF DEPT.
Agenda Category:	Membership Dues

Information

CAPTION

Sheriff's Dept.:
Requesting payment of membership dues for Captain Armando Campos to the FBI Law Enforcement Executive Development Association (LEEDA) in the total amount of $50.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-423-21-280-002-0-810

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

BUDGETARY IMPACT:

Available balance as of 1/26/11 $500.00

Attachments

Link: Membership Dues

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	01/25/2011 12:48 PM	APRV
2	Budget & Management	Erika Zamora	01/25/2011 03:12 PM	APRV
3	Manuel Chapa	Manuel Chapa	01/27/2011 01:47 PM	APRV
4	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Virginia Rodriguez Started On: 01/24/2011 03:15 PM

Final Approval Date: 01/28/2011

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, *ARMANDO CAMPOS*, do hereby state that my membership in the *FBI LEEDA* on behalf of Hidalgo County is necessary in the performance of my duties as an official/employee of Hidalgo County. I further state the following:

1.) My participation in the association or organization is for the betterment of County Government and the benefit of me as a County Official or employee;

2.) The association of organization is not affiliated with a labor organization;

3.) Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislative committee at the request of the committee or member of the legislature; and

4.) Neither the association or organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Armando Campos

TITLE: CAPTAIN

Before me Virginia Rodriguez, a Notary Public, appeared , ARMANDO CAMPOS and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

VIRGINIA RODRIGUEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. March 08, 2012

Virginia Rodriguez
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

FBI–LEEDA

Law Enforcement Executive Development Association

Captain Armando Campos
Hidalgo County Sheriff's Office
P.O. Box 1228
Edinburg, TX 78540

FBI – LEEDA DUES INVOICE – 2011

Please make the appropriate changes to your profile where necessary below. PLEASE RETURN THIS INVOICE WITH CORRECTIONS, if any, along with your annual dues, to the FBI – LEEDA office.

Membership Number:	7538
Name:	Armando Campos
Title:	Captain
Agency:	Hidalgo County Sheriff's Office
Mailing Address:	P.O. Box 1228 Edinburg, TX 78540
Agency Telephone:	956-383-8114
Agency Facsimile:	956-393-6027
Email:	acampos@hidalgoso.org
Residence Address:	
Residence Phone:	

2011 Annual Dues: $50.00 (due by March 1, 2011)

Please make check payable to FBI – LEEDA Mail Check and Invoice to:

FBI – LEEDA
5 Great Valley Parkway – Suite 125
Malvern, PA 19355
Tel: 877-772-7712 • Fax: 610-644-3193

FBI-LEEDA's mailing address has changed. Please update your records.

You can renew your membership on-line at www.leedafbi.org – VISA or MASTERCARD accepted

AI-24995 **12.A.**

Homebuyer Asst. Program contract
CC CONSENT

Date: 02/01/2011
Submitted By: Estella Webber, URBAN COUNTY
Submitted For: Michelle Mendoza
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Request approval to enter into two (2) "Homebuyer Assistance Program" Contract under the Home Program.

BACKGROUND

The applicant below has been found eligible to receive closing cost/down payment assistance under the HOME-Homebuyer Assistance Program. Approval is being requested to enter into contract with the following:

APPLICANT	FUNDING YEAR	GRANT AMOUNT	LENDER	LEGAL DESCRIPTION
Bertha Perez	FY 2009	$10,000	USDA	Lot 24 Nuevo Penitas Subdivision Norte#1 Penitas, TX
Roberto Soto Jr.	FY 2009	$7,500	USDA	Lot 5 Block 4 Highland Heights Subdivision Alamo, TX

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Urban County funds will be utilized.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/25/2011 03:26 PM	APRV
2	Perla Lopez	Perla Lopez	01/27/2011 08:30 AM	APRV
3	Auditor's Office	Angela Garcia	01/27/2011 08:40 AM	APRV
4	Perla Lopez	Perla Lopez	01/27/2011 08:49 AM	APRV
5	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Estella Webber Started On: 01/25/2011 02:39 PM

Final Approval Date: 01/28/2011

AI-24895 **13.A.**

To advertise - Service & Maintenance of Generator located at Jail & Law Enforcement Center Facilities

CC CONSENT

Date:	02/01/2011
Submitted By:	Elena Gomez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc.) as attached hereto for: Hidalgo County Sheriff's Office "Service & Maintenance to Generators located at Jail & Law Enforcement Center Facilities" RFB No: 2011-016-02-16-MEG.

BACKGROUND

Purposed Schedule
1st advertisment February 5, 2011
2nd advertisment February 12, 2011
Bid Opening February 23, 2011

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-423-21-280-002-0-432

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

BUDGETARY IMPACT:

Available balance as of 1-28-11 $29,720.09
On an "as needed basis"

Attachments

Link: Draft Contract

Link: Memo Approval of Specifications

Link: Draft Specifications/Requirements

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/26/2011 02:39 PM	APRV
2	Budget & Management	Angela Garcia	01/27/2011 07:43 AM	APRV
3	Manuel Chapa	Manuel Chapa	01/28/2011 11:42 AM	APRV
4	Auditor's Office		01/28/2011 05:37 PM	NEW
Form Started By: Elena Gomez			Started On: 01/19/2011 10:44 AM	

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-11-016-00-00

THIS CONTRACT is made and entered into this _____ day of _____ ,2011 by and between the **County of Hidalgo, Texas** ("County"), and _____the ("Company").

WHEREAS, Company responded to advertised notices for bids for the **"Service and Maintenance to Generators located at County Jail and Law Enforcement Center and Etc."** for **Hidalgo County Sheriff's Office** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit A-1, Request for Bids (RFB) Procurement Packet, 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 Commissioner's 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 Sheriff's Office**. 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 Sheriff** 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. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **two (2) years (on an as needed basis),** commencing _____ , 2011and expiring on _____, 2013 and may be extended at the sole discretion of the County for an additional one (1) year term under the same rates, terms and conditions. County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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

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

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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

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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: Hidalgo County
Attention: County Judge
1615 South Closner, Suite J
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. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

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

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WITNESS our hands in duplicate originals this _____ day of _____, 2011.

APPROVED AS TO FORM
Atlas & Hall, LLP

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo, Jr., County Clerk

COMPANY: _____

By:_____
Printed Name: _____
Title:_____

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EXHIBIT "A-1"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

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EXHIBIT "A"
SPECIFICATIONS

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EXHIBIT "B"

VENDOR'S BID

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EXHIBIT "C"

INSURANCE REQUIREMENTS

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MEMORANDUM

RECEIVED DEC 15 2010 0.9:14m

To: Anacleto Martinez, Chief Deputy
Attn: Juan Tapia, Procurement Specialist
Hidalgo County Sheriff's Office

From: Elena Gomez, Buyer
Hidalgo County Purchasing Department

Date: **November 30, 2010**

Re: Bid No: 2011-016-00-00-MEG Approval of Specifications for Hidalgo County Sheriff's Office for
"Service & Maintenance of Generator located at Jail & Law Enforcement Cntr. Facilities"

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If you mark **DISAPPROVE**, please make any and all modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

APPROVE ☐	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☑	

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify) _____

BUDGET ACCOUNT #: 10-1400-423-21-280-002-0-432

A "Sonny" Martinez 12-14-10

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: elena.gomez@co.hidalgo.tx.us by no later than Friday, December 10, 2010 at 5:00p.m.

Enclosures

Capt. Cabrera

SPECIFICATION

Hidalgo County Sheriff's Office is seeking to contract with a qualified vendor to conduct all of Services/ Maintenance and Repair of Generators on a Quarterly, Annually and/or Triennial (every third year) as required with a schedule to be provided (upon request) by the Hidalgo County Sheriff's Office, after award of bid/contract to awarded bidder. These services will be provided in accordance with these specifications and the manufacturer recommendations. Bid should include all labor and materials to properly service and maintain as necessary, such as PM1, PM2, PM3, Load Bank Testing, Automatic Transfer, Megohmeter and Fuel Annual etc..

The Generators to be maintained consists of the following:

#	Manu factor	KW	Serial #	BUILDING	LOCATION
1	Caterpillar 3512 B	750	1GZ00708	Adult Det. Cent.	701 El Cibolo Rd. F.M. 162
2	Caterpillar 3512 B	750	1GZ00709	Adult Det. Cen.	701 El Cibolo Rd. F.M. 162
3	Caterpillar 3412 C	600	3FZ02548	Law Enforcement	711 El Cibolo Rd. F.M. 162
4	Caterpillar D 304	350	92B03273	Motor Pool	713 El Cibolo Rd. F.M. 162
5	Kohler 250 (Detroit Diesel) 12.7L/model # 250REOZ DB	250	2095562	Academy	715 El Cibolo Rd. F.M. 162
6	Generac SD 100 (Mitsubishi 4D34-T 3.9 L / model # 7515510100)	100	2091520	Courthouse Sally Port	100 N. Closner, Edinburg,Tx.

REQUIREMENTS

1. Vendor(s) interested in participating in this bid process, must be authorized to link onto the ISO switchboard (hardware), with a twin CAT system build 959 version 2.9 made by Beck Hoff (software).

2. Participants must be authorized factory trained and certified to work on all Caterpillar equipment and its switch gear (I S O Links, Zenith and ASCO series 300), along with Kohler (Detroit Diesel), Generac SD 100 (Mitsubishi) equipment and its switch gear.

3. Participants must also use only genuine Caterpillar parts, Detroit Diesel and Mitsubishi parts (filters oil, air, diesel, and misc. parts, **equal or better)** and able to provide service/ maintenance and repair to generators in accordance with the National Electric Code (N E C), the life Safety Code, and the National Fire Protection Association and the Joint Commission.

4. Technicians must be available (24) twenty–four hours (7) seven days a week.

5. Please provide with your bid a technician fee on an "As needed basis" per hour (normal hours and after hours) plus the percentage mark up rate for parts for the repairs of the mentioned generator (s). Additionally, awarded vendor at the time of submission of invoices to the Hidalgo County Sheriff's Office, awarded vendor must provide invoices for parts purchased to repair generators, for auditing purposes and verify the mark up rate.

TERMS & CONDITIONS

1. All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto **HIDALGO COUNTY**.

2. The term of the contract will be for two (2) years with the county's option to extend for additional one (1) year terms under the same rates, terms and conditions. No bid price increase, otherwise same price for any extension to remain firm.

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3. Hidalgo County reserves the right to continue this bid for additional sixty (60) days Grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

4. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation.

5. Hidalgo County reserves the right to award the bid to the low bidder meeting all requirements and specifications.

6. Hidalgo County reserves the right to award on an "all or none basis".

7. Vendor shall provide services at no additional cost other than that stated on Exhibit "B" for normal maintenance and repairs.

8. Hidalgo County reserves the right to reject any or all bids submitted, if it is in the best interest to do so.

9. The awarded vendor will maintain all insurance requirements and its limits through out the agreement term, as described and listed in Exhibit "C" Insurance requirements.

10. Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

11. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

12. 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.

MAINTENANCE AND SERVICES

PM LEVEL 1 Services are recommended Quarterly
PM LEVEL 2 Services are Recommended Annually
PM LEVEL 3 Services are Recommended every Three (3) years
TRANSFER SWITCH SCHEDULED MAINTENANCE – Recommended Annually
LOAD BANK TESTING Recommended Annually

An annual fuel sample with a report will also be required for all generator fuel storage tanks once a year. With an optional price of service for transfer switch scheduled maintenance and load bank testing on all six (6) generators.

DETAILED DESCRIPTION OF SCHEDULED MAINTENANCE SERVICE LEVELS

Scheduled Maintenance
PM LEVEL 1 – Services are recommended Quarterly

GENERAL

- Visual Inspection – Visual inspection of overall condition of unit to identify foreign objects, loose or broken fittings, guards, and components.

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- Wipe off unit – Clean oil, coolant, fuel and acid deposits. Police generator area.

COOLING SYSTEM

- Radiator/Heat Exchanger – Visual inspection for leaks, damage, and debris. Check louver operation.
- Coolant – Visual inspection for correct level and condition of coolant (rust, oil, and contaminants). Check coolant conditioner concentration and temperature protection. Check filler cap gasket and sealing surface.
- Hoses and Connections – Visual inspection of all hoses for deterioration. Check tightness of connections.
- Fan Drive Pulley and Fan – Check for loose or worn pulleys and lube fan drive bearing. Check fan operation and clearance.
- Fan Belts – Inspect for wear or deterioration. Check tension and adjust as necessary.
- Jacket Water Heater – Inspect for proper operation. Check thermostat settings for proper coolant temperature.
- Water Pump – Visual and operational inspection for leaks or unusual noises.

FUEL SYSTEM

- Fuel Tank – Visually inspect fuel tank system for leaks and fuel level. Test day tank pump for proper operation. Inspect fuel condition for contaminants.
- Water Trap/Separator – Drain water from fuel tank or water separator when possible.
- Fuel Lines and Connections – Inspect for leaks and tightness of connections. Check line brackets.
- Governor and Controls – Inspect governor oil level. Inspect controls and linkage for proper operation. Add oil as necessary.
- Fuel Filters (Primary/Secondary) – Inspect for damage, leaks and proper operation.
- Fuel Pressure – Operational check of gauge and correct pressure.

AIR INDICTION and EXHAUST SYSTEM

- Air Filter Service Indicator – Note reading. Inspect for proper operation. Reset Indicator.
- Air Filter – Inspect. Clean as necessary
- Air Inlet System – Inspect piping and air filer housing for damage, loose connections, and evidence of leaks. Clean air filters housing if air filter is cleaned or replaced. Check housing seals and gaskets.
- Turbocharger – Inspect for oil leakage or exhaust leakage. Check for unusual noises and proper operation.
- Exhaust Manifold – Inspect for damage, loose or missing hardware, evidence of exhaust leakage and wet-stacking. Load bank recommendation, inspect for oil slobbering.
- Exhaust System – Inspect silencer and piping for damage, corrosion, or leakage. Check rain cap. Check supports for vibration damage and loose connections.

LUBE OIL SYSTEM

- Oil Level – Inspect for correct oil level and contamination.
- Visual inspect unit for leaks.
- Oil Pressure – Operational check of gauge for correct pressure. Operational and visual inspection of prelube pump.
- Crankcase Breather – Inspect for proper operation. Check connections and inspect hose for deterioration. Note excessive blowby.
- Scheduled Oil Sample – Obtain oil sample for analysis (optional for Level 1).

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STARTING SYSTEM

- Batteries – inspect for damage or leakage, clean acid neutralizer. Clean and tighten all battery cable connections.
- Batteries (Specific Gravity) – Check electrolyte level and specific gravity. Fill cells with distilled water as necessary
- Battery Charger – Inspect for proper operation, loose terminals, and deteriorated wiring.
- Starting Motor – Inspect electrical connections and wiring. For air starters, inspect oil jar and feeder operation. Operational check for abnormal engagement and cranking noises.
- Alternator – Inspect for proper operation, loose connections, and mounting hardware. Check belts, pulley and voltage output.

ENGINE MONITORS AND SAFETY CONTROLS

- Safety Controls – Check for: loose connections, and wiring deterioration.
- Remote Annunciator and Alarms – Inspect and test all panel and system alarms.

CONTROL PANEL

- Start Controls – Manual/Auto – Operational check for proper operation. Check automatic start (if allowed).
- Voltmeter – Operational check for correct readings. Check voltage level.
- Ammeter – Operational check for correct readings, if load is available.
- Frequency Meter – Operational check for correct readings. Load and no load readings, if possible.

Scheduled Maintenance
PM LEVEL 2 Services are Recommended Annually
(Includes all services Level 1 -Inspection, as well as the following).

FUEL SYSTEM

- Fuel Filter – Replace. Inspect for proper sealing and operation.

LUBE OIL SYSTEM

- Oil and Filters – Change. Inspect all gaskets and seals.
- S.O.S – Obtain oil sample for analysis.
- Crankcase Breather – Inspect and clean or replace if applicable.

AIR INDUCTION SYSTEM

- Turbocharger – Check for oil leakage or unusual noises.
- Air Filter – Inspect. Clean or replace as necessary.

ENGINE MONITORS AND SAFETY CONTROLS

- Gauge Accuracy – Check oil pressure, water temperature, and alternator gauge for accuracy.
- Safety Controls – Inspect for proper operation, loose connections, and wiring deterioration. Check all safety controls for proper operation.
- Remote Annunciator and alarms – Inspect and test alarms for proper operation.

GENERATOR

- Generator Rear Bearing – Lubricate if applicable.
- Vibration Isolators – Check for proper adjustment and condition.

CONTROL PANEL

- Circuit Breakers – Inspect for free movement and tight connections, if accessible.

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Scheduled Maintenance

PM LEVEL 3 Services are Recommended every Three (3) years
(Includes All Services Previously Listed Under **Level 1 and Level 2.** As Well As the Following)

COOLING SYSTEM

- Coolant – Drain, flush and replace coolant.
- Thermostats – Replace
- Fan Belts – Replace
- Hoses – Replace all cooling system hoses including jacket water heater hoses.

STARTING SYSTEM

- Batteries – Test
- Alternator Belt - Replace.

AIR INDUCTION AND EXHAUST SYSTEM

- Air Filter – Replace
- Adjust Valves and replace cover gaskets (as dictated by manufacturer's Operation and Maintenance Guide).

TRANSFER SWITCH SCHEDULED MAINTENANCE – Recommended Annually
INTERIOR WIRING COMPONENTS

- Perform visual inspection of all wiring and connections for signs of tracking, overheating, and insulation deterioration.
- Check and tighten, where necessary, all control circuit wiring terminals.
- Check manual switches for free movement and contact continuity.
- Check all time delay settings and adjust to the customer's specifications.
- Check condition of main and arcing contracts and auxiliary contracts.
- Check all common and ground wires. Measure and record resistance to ground readings.
- Check lug connections and mounting insulator bolts (de-energized switch).
- Megger test generator windings and rotor for proper resistance.
- Check for proper transfer operation and sequencing of time control relays.
- Calibrate all phase and voltage sensitive relays.
- Perform infrared heat scan on all cable connections. Clean and torque as necessary.

ENCLOSURE

- Wipe down.
- Clean interior of enclosure and remove accumulated dust and/or dirt.
- Check door closure, locking bar, and mechanism for proper operation.

MISCELLANEOUS

- Record findings of the inspection. Note corrective action taken.
- Report unsafe conditions.
- Report recommendations for replacement of major components.

LOAD BANK TESTING Recommended Annually (Required annually for most applications)
(SEE NFPA 110 & NFPA 99)

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In addition to your Scheduled Maintenance services, we also recommend having a two – (2) hour Load Bank Test performed annually, in conjunction with your regular service. This test will prevent a condition known as "wet stacking", which is the presence of carbon particles, unburned fuel, acids and condensed water in the exhaust system, which accumulates due to incomplete combustion caused by low combustion temperatures. The presence of continual black smoke during operation is an indication what wet stacking is occurring.

The NFPA 110 states the following regarding Load Bank Testing (this also applies to **NFPA 99** for Healthcare Facilities, pertinent information is underlined):

6-4 Operational Inspection and Testing.

6-4.1* Level 1 and Level 2 EPSS's, including all appurtenant components, shall be exercised under load at least monthly.

Exception: If the generator set is being used for standby power or for peak load Shaving, such use shall be recorded and shall be permitted to be substituted for scheduled operations and testing of the generator set, provided the appropriate data are recorded.

6-4.2* Generator sets in Level 1 and Level 2 service shall be exercised at least once monthly, for a minimum of 30 minutes, using one of the following methods.

(a) Under operating temperatures conditions or at not less than 30 percent of the EPS nameplate rating

(b) Loading that maintains the minimum exhaust gas temperatures as recommended by the manufacturer.

The date and time of day for required testing shall be decided by the owner, based on facility operations

6-4.2.2 Diesel-powered EPS installations that do not meet the requirements of 6-4.2 shall be exercised monthly with the available EPSS load and exercised annually with supplemental loads at 25 percent of the nameplate rating for 30 minutes, followed by 50 percent of the nameplate rating for 30 minutes, followed by 75 percent of the nameplate rating for 60 minutes, for a total of 2 continuous hours.

In summary, the engine needs to be exercised at monthly intervals. This must be done at the manufacturer's recommended operating temperature, which can only achieved by running it under recommended load (usually 30 % to 50 % of the generator's designed capacity). If this is not possible due to the inability to transfer adequate building loads to the generator, a Load Bank Test will be required to satisfy the supplemental load requirement.

Load Bank Testing for a minimum of two continuous hours at 80-100 % of the nameplate rating on the customer's generator, which will exceed the requirements of the requirements of the National Fire Protection Association. Unless otherwise specified by the customer.

MEGOHMETER TESTING

Test main stator, main rotor, exciter, and exciter rotor. Record data for reference

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FUEL ANALYSIS – Recommended Annually

Property	Test Methods (*)	Low Sulfur No. 1-D	No. 1-D	Low Sulfur No. 2-D	No. 2-D	No. 4-D
Flash Point C, min	D 93	38	38	52	52	55
Water and Sediment, % vol, max	D 2709 D 1796	0.05	0.05	0.05	0.05	0.05
Distillation temperature, C 90 % vole covered Min Max	D86	288	288	282 338		
Kinematic Viscosity, 40 C sCt Min Max	D445	1.3 2.4	1.3 2.4	1.9 4.1	1.9 4.1	5.5 24
Ash, % mass, max	D482	0.01	0.01	0.01	0.01	0.1
Sulfur, % mass,max	D2622	0.05	0.05	0.05	0.05	2
Copper strip corrosion, 3 hr at 50 C, max rating	D130	No. 3	No. 3	No. 3	No. 3	
Cetane number, min	D613	40	40	40	40	30
One of the following: 1.) Cetain index min 2.)Aromaticity, % vol, max	D976 D1319	40 35		40 35		
Ramsbottom carbon residue on 10 % distillation residue, % mass, max	D524	0.15	0.15	0.35	0.35	

Fuel analysis should include, but is not limited to testing for the following in accordance with ASTM D 975 Requirements for Diesel Fuel Oils (from Chevron "Diesel Fuels Technical Review", Copyright 1998, P.34):

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

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contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, Cppb, Purchasing Agent, Postal/Mailing: 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas 78539 **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, **day, month date, 2010, BY 5:00 P.M.** RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICATIONS VIA FACSIMILE BY NO LATER THAN, **day, month date, 2010 BY 5:00 P.M.**

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AI-25030 **13.B.**

Requesting Approval of 1 Yr Extension for Siesta Village dba Villa de Cortez
CC CONSENT

Date:	02/01/2011
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Authority to exercise the one (1) year extension option as provided under current contract for "Lease Office Space for Department of Public Safety in the City of Weslaco," under the same rates, terms, and conditions with Siesta Village Inc. dba Villa de Cortez. C-10-028-01-19

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-421-00-125-011-0-441

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

BUDGETARY IMPACT:

Funds available as of 1/28/11 $29,400.00

Attachments

Link: Extension Letter

Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/28/2011 03:46 PM	APRV
2	Budget & Management	Erika Zamora	01/28/2011 03:53 PM	APRV
3	Erika Zamora	Erika Zamora	01/28/2011 04:45 PM	APRV
4	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Rocio Villarreal Started On: 01/26/2011 03:37 PM

Final Approval Date: 01/28/2011

PURCHASING DEPARTMENT
County Of Hidalgo

January 26, 2011

CERTIFIED MAIL
7099 3220 0002 9744 8574

Siesta Village Inc. dba Villa de Cortez
Margo Sunderland, Manager
260 S. Texas Blvd., Suite 400
Weslaco, TX 78596

Via Facsimile (956) 447-9912

Re: C-10-028-01-19-Lease Office Space for Dept. of Public Safety in the City of Weslaco

Dear Ms. Sunderland:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise a (1) one year extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of February 1, 2011, for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m. on Friday, January 29, 2011, via facsimile to (956) 956-318-2629 or email to: rocio.villarreal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: Margo Sunderland Date: 1-26-11

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal, Contracts Manager
Hidalgo County Purchasing Department

THE STATE OF TEXAS '
'
COUNTY OF HIDALGO '

LEASE
C-10-028-01-19

THIS LEASE is made and entered into by and between, Siesta Village Inc. dba Villa de Cortez of Weslaco, Hidalgo County, Texas, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor that certain real property described on Exhibit "A" attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for a period beginning February 24, 2010 and ending on February 23, 2011 with an option to extend for an additional two (2) one (1) year term under same rates, terms, and conditions. Lessee also reserves the right to continue this Lease for an additional sixty (60) day Grace Period at the end of the contract term for unforeseen delay in award of new bid/contract.

Termination

1.2 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor thirty (30) days written notice. Upon a Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's

election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.3 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to **$2,940.00** per month. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the 1st business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at **260 S. Texas Blvd., Suite 400, Weslaco, Texas 78596** or other such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of

the term hereof shall be prorated on the basis of a thirty day month.

Taxes

2.4 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

Lessee's Duty to Repair

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises, and damage to fixtures and improvements resulting form negligent for willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

Lessor's Duties to Repair

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and

air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof, plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

Additional Duties of Lessor

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold u\running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to

applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

Lessee's Right to Repair for Lessor

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within reasonable time following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent.

(b) For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

Lessee shall pay all utility charges used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased

Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install a sign on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor Lessee, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall

be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 Lessee, at its own expense, shall provide and maintain in force during the term of this Lease liability insurance in the amounts deemed adequate by Lessor. Prior to occupancy of the Premises, Lessee shall provide Lessor with evidence of such insurance

Remedy for Failure to Provide Insurance

9.3 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the

execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverage to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessee to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

Total Destruction

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding or repairs can not reasonably be completed within thirty (30) working Days from the date of the occurrence of the damage, this Lease, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

Partial Damage or Destruction

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can not reasonably be completed within thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final twelve (12) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final twelve (12) months of the lease term, Lessor shall not be required to rebuild or repair such damage and this Lease shall terminate and rent shall be abated for the unexpired portion of the Lease, effective as of the date of said occurrence. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification as such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the Premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any

public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the

Premises and remove all persons and property without being deemed guilty of any manner of trespass and relent the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relent after reasonable efforts to do so, or should such monthly rental be at a commercially reasonable rate which is less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of relating, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may, following reasonable Notice to and opportunity to cure by Lessor, elect to vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.3 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.4 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, without the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublease must assume all of Lessee's obligations under this Lease, in which event Lessee shall be released from its obligations under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:
Siesta Village Inc. dba Villa de Cortez
Attn: Margo Sunderland, Manager
260 S. Texas Blvd., Suite 400
Weslaco, Texas 78596

Lessee:
County of Hidalgo
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78540

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

14.2 This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

Texas Law to Apply

14.3 This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

Prior Agreements Superseded

14.5 This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the _____day of_____,

2008.

LESSOR:

By:_____

Printed Name:

Title:

ATTEST:

Arturo Guajardo, Jr., County Clerk

LESSEE:

HIDALGO COUNTY, TEXAS

By:_____

Rene A. Ramirez, County Judge

Approved on Commissioners' Court 1/19/10

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

By:_____

EXHIBIT "A"
DESCRIPTION OF PROPERTY

Building is located at the South 35 feet of Lot 6, and the North 65 feet of Lot 5, Block 1, Siesta Village #1, 2810-12812 South International Boulevard, (FM 1015), Weslaco, Hidalgo County, Texas.

13. Break Room for refrigerator, microwave, table and chairs.

14. Security Lighting must be provided on the outside and inside of the proposed building and approved by Hidalgo County (DPS) Department.

15. The building must have one (1) entrance and one (1) exist.

16. An existing building must be ready for occupancy with all specifications/requirements completed and in compliance with the (ADA), American with Disabilities Act within ninety (90) days from the date of the awarding of the bid or the award will become null.

17. The building must meet all ADA accessibility requirements for all entrances, restrooms, and shall be fully handicap accessible for all parking areas.

18. Bid premises must have designated public restrooms that are handicap accessible for both men and women. Separate restroom facility for employees, also must be handicap accessible for men and women.

19. The building should be well insulated with an ERA rating of minimum of eleven (11).

20. Bidder will maintain liability insurance on the building plus insure building for fire, accident and natural disaster, Also, bidder shall maintain liability insurance on the premises, as described and listed in: Insurance Requirements: **See Exhibit "C" attached.**

21. Certificates of insurance shall be submitted to Hidalgo County Purchasing Department for approval prior to lease services being performed by Lessor hereunder.

22. Bid premises must have water, sewer, (natural gas if applicable) and electricity, central air and heating of the entire building, including garbage pick up.

23. Lessor will be responsible for electrical, air and cooling maintenance, also by keeping entire building free of mold at all times.

24. It is the Lessor's responsibility to have an **Air Test** on a yearly basis while contract is on going with the County and Lessor **must** provide test results to the Purchasing Department.

25. Hidalgo County reserves the right to have the building inspected on an as needed basis in as much as to ensure that building is meeting up to standard requirements while contract is on going with the County.

26. Any and all repairs will be done on a timely manner as prioritized by Department of Public Safety (DPS) Office.

27. Building shall be safe from rodents and insects prior to occupancy by the Weslaco DPS and it will be the Lessor's responsibility for the expense for pest control throughout the term of this contract.

EXHIBIT A
HIDALGO COUNTY
"LEASE OFFICE SPACE to HOUSE DPS- CITY OF WESLACO"
BID NO: 2010-028-01-13-MEG

SCOPE OF SERVICES:

The proposed building should be in good working habitable condition and must consist of designated rooms or areas for conducting of the following functions as follows:

Instructions to bidders:

These instructions apply to all offers made to Hidalgo County (herein referred to as ACounty@) by all prospective vendors (herein after referred to as ABidders@).

SPECIFICATIONS/ REQUIREMENTS

1. The proposed office building must provide a minimum of 2050 square feet to a maximum of 4,000 square feet.

2. Bidder shall charge by the square foot. The bid should reflect the actual square feet of the building being proposed.

3. Adequate parking spaces for the general public, with ten (10) designated parking spaces for staff vehicles, which two (2) will be handicap spaces, one (1) handicap van accessible, for a total of **15** parking spaces.

4. Two (2) Large Squad Rooms, approximately 30'x30 for Twelve (12) Patrol Troopers and 6 CVE Troopers, to accommodate desks, filing cabinets and other office equipment, furniture required to run the DPS Office efficiently.

5. An office for six (6) Commercial Vehicle Enforcement Troopers, to accommodate desks, filing cabinets and other office equipment and furniture required to run the DPS Office efficiently.

6. An office (14'x14') for Highway Patrol Supervisor, to accommodate desks, filing cabinets and other office equipment and furniture required to run the DPS Office efficiently.

7. Receptionist area to accommodate copier, computer hutch, filing cabinets, fax machine, and other office equipment and furniture required to run the DPS Office efficiently. Adequate seating area for the general public with accessibility of a water fountain for public use in the receptionist area.

8. An office (12'x12') for DPS Secretary, to accommodate desks, filing cabinets and other office equipment and furniture required to run the DPS Office efficiently.

9. An office (12'x12') for MCB-CR Investigator, to accommodate desks, filing cabinets and other office equipment and furniture required to run the DPS Office efficiently.

10. Adequate storage space for janitorial, office and other equipment supplies.

11. A Computer Room (14'x14') for two (2) computers and two (2) desks, and other office equipment and furniture required to run the DPS Office efficiently.

12. A Debriefing/Meeting Conference Room (20'x20') required to run the DPS Office efficiently.

28. Bid premises shall be in good working conditions and be handicap accessible to provide services to the general public. The bid premises shall have adequate air conditioning and heating available. Maintenance of air conditioning and heating shall be the responsibility of the Lessor and it is the lessor's responsibility to have air quality maintained so as to ensure that the building is mold free. It is the Lessor's responsibility to have an **Air Test** on a yearly basis while contract is on going with the County and Lessor **must** provide test results to the Purchasing Department.

29. If any renovations to the office building that are necessary in order to comply with the specifications mentioned herein said renovations will be made by the Bidder. The renovations shall be completed and constructed according to the floor plan, diagram, or scheme acceptable to the Commissioner's Court designee (s) Point. All remodeling or renovations shall be completed within one hundred twenty (120) days after the date of bid award. If completion date is not met, the agreement will be expired.

30. Bidder must provide the legal description of the property along with your bid and include a proposed "FLOOR PLAN LAYOUT" of you facility.

31. The award of the bid will be evidenced by a written lease agreement in a form acceptable to Weslaco DPS. A copy of the required lease is included as a draft in this bid package and is subject to change depending on the type of award made by Commissioner's Court (i.e. Lease Agreement or Lease Purchase Agreement;)

32. Building should be equipped with fire extinguishers for each department or amount required by the City Fire Code under federal, state, local and building codes and regulations. Floor area exits or exit access doorways must comply with the City Fire Code under federal, state and local building codes and regulations.

33. Prior to occupancy or commencement of the lease agreement and every year afterward for the duration of the contract, the Bidder must provide acceptable indoor air quality. The quality of the air in and occupied enclosed space that is within an established temperature and comfort zone and which does not contain air contaminants in sufficient concentration to produce a negative impact on the health and comfort of the occupants. Must be present at all times. Established temperature and relative humidity comfort zones are defined as:

- Temperatures must be maintained between 68 and 76 degrees Fahrenheit depending on the season (winter 68-73; summer 73-76); relative humidity levels must be maintained between 30% and 55%, with the humidity level not less than 30% and not to exceed 55%.
- Hidalgo County reserves the right to review the Indoor Quality Test results.

34. Public Buildings must be free of environmental hazards such as (i.e., mold, lead, asbestos, mold spores, fungi, yeast, etc.). Please provide information that the building proposed is free for environmental hazardous materials, any toxic substance as defined under Federal, State law and local regulations.

35. HVAC Systems must be cleaned and inspected prior to occupancy by County and on an annual basis at the Bidder's expense.

36. Hidalgo County requires a third party inspection, at Bidder's expense, with accompanying report of a property condition report/assessment of building (i.e. roof, plumbing, HVAC, electrical, etc.) no older than ninety (90) days from the date of bid submittal;

37. Any and all repairs will be done on a timely manner as prioritized by Department Of Public Safety (DPS) Office.

38. Hidalgo County shall require and must have permission to install phone lines, audio, video and/or date cabling in the facility if necessary, and will be able to remove any/all installations done by the county at the end of the lease if the County wishes to do so.

TERMS & CONDITIONS

1. Term of contract shall be for a period of one (1) year with the County's option to renew for an additional (2) one year term under the same terms and conditions. During initial lease term, or renewal term contract will have a thirty (30) day termination/cancellation clause.

2. 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 sixty (60) day's written notice prior to cancellation.

3. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid/ contract

4. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

5. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

6. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

7. All cost and expenses associated with the preparation and submission of bids, proposals and/or quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

8. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.

9. Hidalgo County has the authority to utilize State Contracts from its membership with their

existing or new cooperatives when ever it is in the County's best interest to do so.

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:

10. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

11. Further information required for this project can be addressed to, Elena Gomez, Buyer, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

12. **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, WEDNESDAY, January 06, date, 2010 by 5:00 P.M.** Responses will be sent to all applicants via facsimile by no later than, **FRIDAY, January 08, 2010 by 5:00 P.M.**

EXHIBIT B

BID PAGE

HIDALGO COUNTY
"LEASE OFFICE SPACE FOR DEPARTMENT OF PUBLIC SAFETY (DPS)
IN THE CITY OF WESLACO"
BID NO.: 2010-028-01-13-MEG

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable
INCOMPLETE submittals shall be considered a probable cause for disqualification.

LOCATION/ADDRESS OF PROPOSED BUILDING: 2810 & 2812 South International Blvd., Weslaco, TX 78596	
LEGAL DESCRIPTION: Building is located at the South 35 feet of Lot 6, and the North 65 feet of Lot 5, Block 1, Siesta Village #1, 2810-12812 S. International Blvd., (FM 1015), Weslaco, Hidalgo County, Texas.	
PROPOSED AMT OF SQUARE FEET	3920 sq. ft. (.75c per sq.ft)
MONTHLY RENTAL	$2,940.00

BIDDER/COMPANY NAME: Siesta Village Inc. dba Villa de Cortez

ADDRESS: 260 S. Texas Blvd., Suite 400

CITY/STATE/ZIP CODE: Weslaco, TX 78596

PHONE & FAX NO.'S: (956) 969-3100 / fax (56) 447-9912

CELLULAR NO.'S: Margo Sunderland - (956) 975-7329

AUTHORIZED SIGNATURE: Margo Sunderland

PRINTED NAME: Margo Sunderland

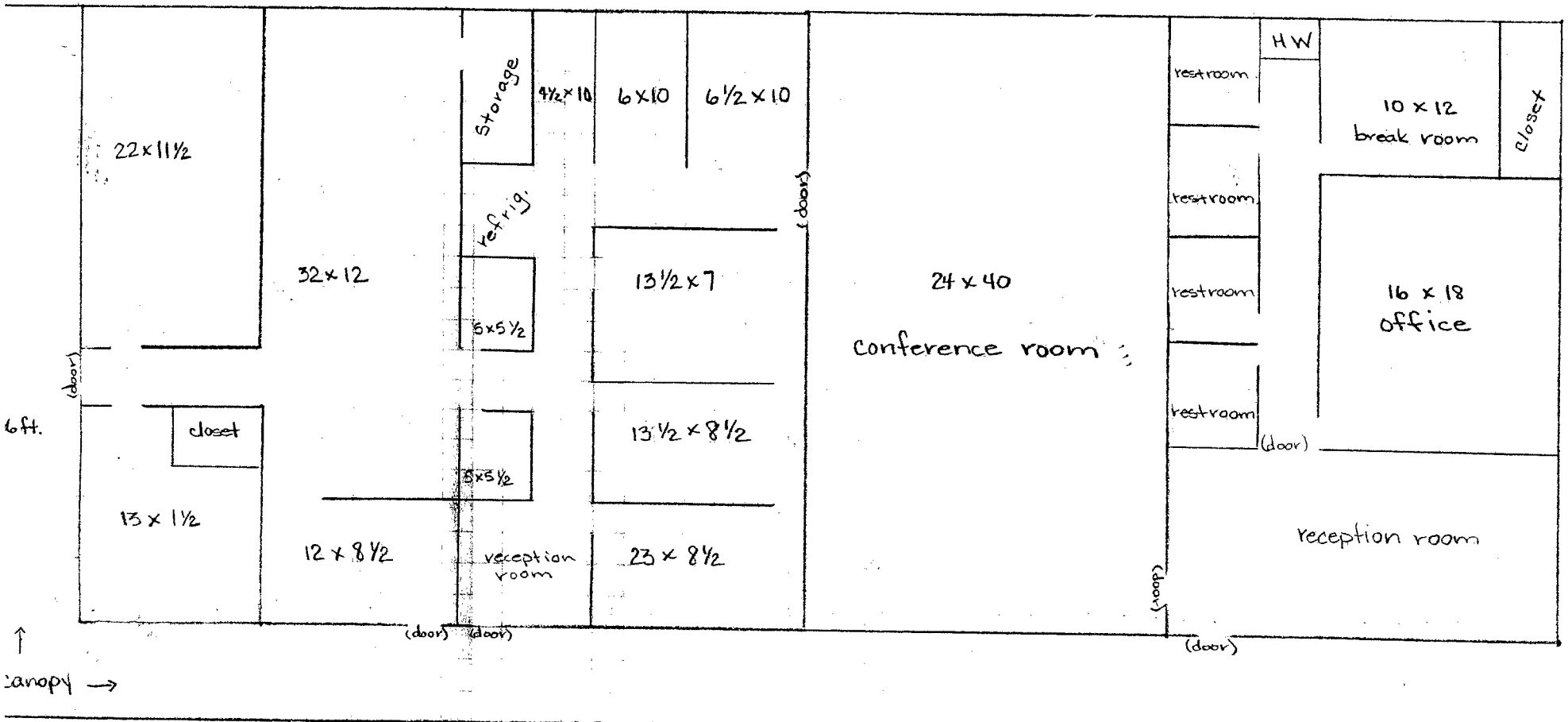
TITLE: Manager

EMAIL: margo@villadecortezweslaco.com

OPENED
9:43a
JAN 13 2010
Witnessed

Exhibit 1

Department of Public Safety Office
Weslaco FM 1015



60ft

= 2 ft

existing

Canopy 60 x 46
bldg. 48 x 40

addition

bldg. 50x40

TOTAL NEW AREA = 98x40 = 3920

EXHIBIT C

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

OP ID GT SIESTAV

DATE (MM/DD/YYYY) 12/23/09

PRODUCER

Mobile Ins & Purvis Commercial
25775 Oak Ridge Dr., Ste. 110
The Woodlands TX 77380
Phone: 281-367-9266 Fax: 281-292-7429

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

INSURED

Siesta Village, Inc.
see schedule of named insureds
260 S. Texas Blvd. Suite 400
Weslaco TX 78596

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Western World 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	NPP1212111-10	06/23/09	06/23/10	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 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
		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 [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory In NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
		OTHER					

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

*10 day NOC for non-payment

CERTIFICATE HOLDER

County of Hidalgo
New Admiinstration Bldg/Purchasing Dept
2802 Business 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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Loc 1- Weslaco Trailer Park - 600 S. Bridge Dr., Weslaco, TX 78596
Loc 2 - Siesta Village Inc. DBA Village Executive Golf Course -

3300 So. International Blvd., Weslaco, TX 78596
Loc 3 - Siesta Village, Inc. DBA Village Inn Apartments - 2712 So. International Blvd., Weslaco, TX 78596
Loc 4 - Siesta Village Inc. - 2512 So. International Blvd., Weslaco, TX 78596
Loc 5 - Siesta Village, Inc. - 2810-2812 So International Blvd., Weslaco, TX 78596 (current tenant - DPS offices)
Loc 6- 521 E. Business 83, Weslaco, TX 78596
Loc 7-307 E. Business 83, Weslaco, TX 78596

AI-25048 **13.C.**

Authority to Advertise - Hidalgo County - Type D Hot MIx Asphalt (gravel and limestone)

CC CONSENT

Date:	02/01/2011
Submitted By:	Eric Trevino, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft contract etc.) as attached hereto for: Hidalgo County - Type D Hot Mix Asphalt (gravel and limestone) Bid No. 2011-006-02-23-ERT.

BACKGROUND

1st AD- 2/5/11
2nd AD- 2/12/11
Bid Opening Date- 2/23/11

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: Co. Wide obj. 673

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

BUDGETARY IMPACT:

This is a countywide contract. Services are on an "as needed basis".

Possible funding source is obj. 673 "R & B R & M Supplies".

Attachments

Link: legal notice, specifications, draft contract

Link: Exp. Report as of 1-28-11

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/28/2011 03:51 PM	APRV
2	Budget & Management	Erika Zamora	01/28/2011 03:54 PM	APRV
3	Ivan Cantu	Ivan Cantu	01/28/2011 04:50 PM	APRV
4	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Eric Trevino Started On: 01/27/2011 08:04 AM

Final Approval Date: 01/28/2011

Bid No: 2011-006	Buyer: Eric Trevino	Tel. No: (956) 318-2626 ext. 4882

REQUEST FOR BIDS

HIDALGO COUNTY

"Type D Hot Mix Asphalt (gravel and limestone)"

BID OPENING DATE:

February 23, 2011

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 - New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY – "Type D hot mix asphalt (gravel and limestone)"** 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-2011-006-02-23-ERT HIDALGO COUNTY - "Type D hot mix asphalt (gravel and limestone)"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, FEBRUARY 23, 2011. 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-2011-006-02-23-ERT RFB-HIDALGO COUNTY – "Type D hot mix asphalt (gravel and limestone)".** 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. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind

and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY - "Type D hot mix asphalt (gravel and limestone)"** 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, Auditor
  2808 South Business Hwy 281
  Edinburg, Texas 78539
  ATTN.: Accounts Payable (956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**FEBRUARY 23, 2011**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

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

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

- If a contract is for the construction, alteration or repair of public buildings

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

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

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who

desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

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

A. Meet schedules;

B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement 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
"TYPE D HOT MIX ASPHALT (GRAVEL AND LIMESTONE)"
BID NO.: 2011-006-02-23-ERT

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 – New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
HIDALGO COUNTY
"TYPE D HOT MIX ASPHALT-GRAVEL & LIMESTONE"
BID NO.: 2011-006-02-26-ERT
S P E C I F I C A T I O N S

PROJECT OVERVIEW:

The intention of this Hidalgo County Request for Bids (RFB) is to solicit bids for a term contract for Type D Hot Mix Asphalt – Gravel & Limestone. All purchases will be on an "as needed" basis only. The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional one (1) year term under the same rates, terms and conditions.

SPECIFICATIONS:

TYPE D HOT MIX ASPHALT-GRAVEL & LIMESTONE

SPECIAL CONDITIONS:

Measurements and bid shall be per Ton. There will be a 4.8% to 5.0% Oil Content in the Mixture. The mixture will be mined & loaded by the owner.

REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

1 It is intended that the amount of "**TYPE D HOT MIX ASPHALT-GRAVEL & LIMESTONE**" needed by Hidalgo County will be purchased on an as needed basis. It shall be agreed & understood that Hidalgo County will purchase no more material than is needed.

2 **Term of Contract:** The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional one (1) year term under the same rates, terms and conditions.

3 Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term due to any unforeseen delay in the procurement process.

4 County shall have the right to exercise all or portion of the Options to Extend in any combination it deems necessary.

5 BID PRICE SHALL BE PER TON

6 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

7 Location is an important factor in evaluation of the bids, due to transportation costs which will be taken into consideration if material is picked up at the plant site.

8 Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

9 All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

10 Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.

11 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.

12 Hidalgo County may utilize **"State Awarded Contracts"** when it is in the County best interest to do so.

13 Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder.

14 When requested, samples shall be furnished free of expense to Hidalgo County.

15 Testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.

16 Continuing non-performance of the bidder(s) in terms of specifications shall be basis for termination of contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Bidder(s) will be given a reasonable opportunity before termination to correct the deficiencies.

17 In the event the material furnished does not meet all the above requirements (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.

18 It is expressly understood and agreed that in case Hidalgo County should need **"TYPE D HOT MIX ASPHALT-GRAVEL & LIMESTONE"** not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

19 **Purchase Order:** Contractor will not supply or deliver any items until a purchase order number is assigned by the designated representative of the County Purchasing Office. **Contractor will reference purchase order and contract number on all invoices submitted to the Hidalgo County Auditor.** Failure to act in this manner may result in termination of this contract.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases Might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

- Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy. 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

- **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN**, February 16, 2011 by 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M, February 18, 2011.

REQUIREMENTS AGREEMENT
C-11-006-00-00

THIS AGREEMENT (the "Agreement") is entered into as of the **(DATE)** by and between **(VENDOR'S NAME),** a Corporation ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **"Type D Hot Mix Asphalt-Gravel & Limestone"**, as further described in Exhibit "A" (the "Products"). Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Type D Hot Mix Asphalt-Gravel & Limestone,"** in the areas of Hidalgo County projects for a period of one (1) year commencing April 7, 2011 and ending April 6, 2012 and may be extended with the County's sole discretion for an additional one (1) year period, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof,

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contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Buyer: Hidalgo County
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Seller: VENDOR'S NAME
ADDRESS
CITY, STATE, ZIP CODE

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

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

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

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

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

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or

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procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON _____.

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

By_____

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:

By:_____
Printed Name:_____
Title:_____

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EXHIBIT "A"

REQUEST FOR BID (RFB) PROCUREMENT PACKET

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EXHIBIT "B"

BID PAGE

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EXHIBIT "C"

CERTIFICATE OF INSURANCE

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Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
1-1100-432-00-123-001-0-673	PCT3 SANITATION-R&B R&M SUPPLIES	10,000.00	10,000.00	.00	.00	10,000.00	.00
1-1100-452-00-122-008-0-673	PCT2 PARKS-R&B R&M SUPPLIES	29,769.58	29,769.58	.00	.00	29,769.58	.00
1-1100-452-00-123-008-0-673	PCT3 PARKS-R&B R&M SUPPLIES	10,000.00	10,000.00	.00	.00	10,000.00	.00
1100 GENERAL FUND		**49,769.58**	**49,769.58**	**.00**	**.00**	**49,769.58**	**.00**
1200 R&B COUNTYWIDE							
1-1200-431-00-121-005-0-673	PCT1 P/U RD-R&B R&M SUPPLIES	234,661.48	334,661.48	61,180.00	.00	273,481.48	18.28
1-1200-431-00-122-006-0-673	PCT2 P/U RD-R&B R&M SUPPLIES	50,000.00	50,000.00	20,000.00	.00	30,000.00	40.00
1-1200-431-00-123-005-0-673	PCT3 P/U RD-R&B R&M SUPPLIES	75,792.88	75,792.88	46,198.20	.00	29,594.68	60.95
1-1200-431-00-124-007-0-673	PCT4 P/U RD-R&B R&M SUPPLIES	162,000.00	162,000.00	28,000.00	.00	134,000.00	17.28
1200 R&B COUNTYWIDE		**522,454.36**	**622,454.36**	**155,378.20**	**.00**	**467,076.16**	**24.96**
1280 DESIGNATED PURPOSE GRANTS LVL 0							
1-1280-431-00-123-959-0-673	PCT3-38-0596-BRUSHLINE RD-R&B R&M SUPPLI	.00	.00	2,370.00	.00	-2,370.00	.00
1-1280-431-00-123-963-0-673	PCT3-40-0612-CHIHUAHUA RD-R&B R&M SUPPLI	.00	.00	5,690.00	.00	-5,690.00	.00
1-1280-431-00-123-971-0-673	PCT3-50-0576-DOFFING RD-R&B R&M SUPPLIES	.00	.00	3,160.00	.00	-3,160.00	.00
1280 DESIGNATED PURPOSE GRANTS LVL 0		**.00**	**.00**	**11,220.00**	**.00**	**-11,220.00**	**.00**
1 YEAR 0		**572,223.94**	**672,223.94**	**166,598.20**	**.00**	**505,625.74**	**24.78**

AI-25020 **13.D.**

Alarm System Purchase, Renewal Maintenance Agreement & New Copier Leases

CC CONSENT

Date:	02/01/2011
Submitted By:	Matilde Faz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

1. Health & Human Services Department:
a. Requesting approval to execute required commercial service agreement & authority to enter into a 12-months service agreement with SHRED-IT through the following requisition #188586 in the amount of $91.56/mo. + banker box of $6.96/each as needed, effective upon approval (1-1100-441-00-340-001-0-350);

b. Requesting authority to enter into a 36-month new copiers (capital) lease agreements and approval to execute required Master Agreement through our membership participation with (TASB) Texas Association School Board Buy board awarded vendor IKON Office Solutions, Inc. contract #299-08 for (14) copiers different locations (9) Ricoh Aficio MP 4001SP at $235.00/month (lease) plus $44.50/month (maintenance) with the total of $279.50/month, and (5) Ricoh Aficio MP 5001SP at $272.00/month (lease) plus $79.20/month (maintenance) with the total of $351.20/month through the following requisition #188513. Effective: Upon approval (1-1100-441-00-340-003-0-780/432 LIT)

2. Precinct 4
Requesting authority to enter into a 48-month new copier (capital) lease for a W7556P printer through our membership/participation with (TPSS) Texas Procurement & Support Services awarded vendor, Xerox Corporation contract 985-L2 through requisition #188337 in the amount of $661.43/month, effective upon approval (1-1200-431-00-124-005-0-780);

3. Tax Office Collections Department:
a. Requesting authority to enter into a 36-month new copier (capital) lease for a WC3550X printer through our membership/participation with (TPSS) Texas Procurement & Support Services awarded vendor, Xerox Corporation contract 985-L2 through requisition #188165 in the amount of $93.51/month, effective upon approval (1-1100-415-15-140-001-0-780);

Tax Office Fraud Department:
b. Requesting authority to enter into a 36-month new copier (capital) lease for a WC3550X printer through our membership/participation with (TPSS) Texas Procurement

& Support Services awarded vendor, Xerox Corporation contract 985-L2 through requisition #188245 in the amount of $93.51/month, effective upon approval (1-1100-415-15-140-001-0-780);

4. WIC Women, Infant & Children Department:

a. Requesting authority to purchase commercial security alarm system with Alan Yoder Enterprises, Inc. d/b/a Superior Alarms and execute required equipment purchase agreement (commercial) through the following requisition for the following location, effective upon approval;

Requisition	Location	Amount	Account Number
188583	300 W. Hall Acres Suite A, Pharr, TX 78577	$570.00	1-1292-441-00-350-001-1-664

b. Requesting approval & authority to enter into a 3 years commercial alarm monitoring services and execute required commercial alarm monitoring agreement with Alan Yoder Enterprises, Inc. d/b/a Superior Alarms for the following department through the requisition mentioned below, effective upon approval;

Requisition	Location	Conditions Monitored	Monthly	Account Number
188604	300 W. Hall Acres Suite A, Pharr, TX 78577	Burglar, Panic & Low Batt	$10.00	1-1292-441-00-350-001-1-413

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: various

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

BUDGETARY IMPACT:

Funds available in pending requisitions as of 1-28-11.

Attachments

Link: Shred-It Health Dept.

Link: IKON Health Dept.

Link: Xerox Pct. 4

Link: Xerox Tax Office Collections Dept.

Link: Xerox Tax Office Fraud Dept.

Link: Superior Alarms Equipment WIC

Link: Superior Alarms Equipment Agreement

Link: Superior Alarms Monitoring Agreement WIC

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/28/2011 03:45 PM	APRV
2	Budget & Management	Erika Zamora	01/28/2011 03:52 PM	APRV
3	Ivan Cantu	Ivan Cantu	01/28/2011 04:39 PM	APRV
4	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Matilde Faz Started On: 01/26/2011 02:21 PM

Requisition

Req # 00188586

PO #

Date: 01/20/11

Consent #25020 2/1/11

Bill To: x
x

Vendor : 309435
SHRED-IT SAN ANTONIO
12817 WETMORE RD.
SAN ANTONIO TX 78247

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

Contact: JOSIE ESCALANT
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
12.00	MONTH	OM DESTRUCTION OF CONFIDENTIAL MEDICAL RECORDS AND OTHER DOCUMENTS - CERTIFICATE OF DESTRUCTION MUST BE PROVIDED RATES: 96 GALLON CONTAINER $65.00 CONSOLE $26.56 MONTH LOCATION: CENTRAL OFFICE, 1304 SOUTH 25TH AVE, EDINBURG, TEXAS	91.56	1,098.72
200.00	EACH	OM BANKER BOX $6.96 PER BOX	6.96	1,392.00
12.00	MONTH	OM FUEL SURCHARGE MAY INCREASE OR DECREASE	4.00	48.00
		Account No	Encumbrance	
		1-1100-441-00-340-001-0-350	2,538.72	
			Freight	.00
			Total	2,538.72
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Quotes Needed!

Authorized By: _____

Kay II/180586

Shred-it

CLIENT AUTOMATIC SERVICE AGREEMENT

Branch Address: 063

Client Information

Ship To Location: (service location) Multiple service locations ☐ (check here and attach location list)

Company Name: County of Hidalgo Tel: 956.381.8854 Fax: 956.383.3229

Contact Name: Sylvia Pena Position: Dir. Email:

Address: 1304 S. 25th Ave. Unit: City: Edinburg State: TX Zip: 78542

Sold To Location: ☑ Same as Ship to

Company Name: Tel: Fax:

Contact Name: Position: Email:

Address: Unit: City: State: Zip:

Bill To Location: ☑ Same as Ship to ☐ Same as Sold to **Tax Type:** ☐ Exempt (check here and attach exemption certificate)

Company Name: Tel: Fax:

Contact Name: Position: Email:

Address: Unit: City: State: Zip:

Are invoices paid at this location? (payer): ☑ Yes ☐ No Same as: ☐ Ship to ☐ Sold to

Payer (if different from above):

Contact Name: Tel: Email:

Address: Unit: City: State: Zip:

Automatic Service

Security Consoles:	Type	Qty	Type	Qty	Type	Qty.
	☑ Standard Console	2	☐ Junior Console		☐ Other	

Service Frequency: Every: ☐ 1 ☑ 2 ☐ 4 weeks, or ____ /wk desc.

Estimated Service Duration:

Service Fee

Billing Rate $6.96 - Banker Box ☐ minute ☐ console Minimum Charge $91.56 (up to 2 consoles)

$8.58 - File box — $16.05 plastic standard — $21.40 plastic file box

Invoice Details

Invoice Type: ☐ Local ☐ Consolidated

* 3 year agreement
* subject to fuel surcharge

Payment Method:

☐ Check ☐ E.F.T (attach E.F.T information form) ☐ Visa ☐ MC ☐ AMEX Card Holder:

Card # : Exp. Date:

210-889-2713. Eddie

Agreed to by (Terms and Conditions on reverse):

Shred-it USA Inc. ("Shred-it")

Signed

Print Name Eddie Gamboa

Position sales

Date 1-7-11

Company County of Hidalgo

Signed

Print Name Ramon Garcia

Position County Judge

Date 2/1/11

SH108US_C10

Requisition

Req # 00188513

PO #

Date: 01/19/11

Consent #25020 2/1/11

Bill To: x
x

Vendor : 243353
IKON OFFICE SOLUTIONS
809A SAVANNAH AVE #311
MCALLEN TX 78503-3003

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

Contact: JOSIE ESCALANT
956-383-6221

Contract No: BUYBOARD

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		HEALTH & HUMAN SERVICES DIFFERENT LOCATIONS DO NOT DUPLICATE ORDER		
11.00	MONTH	CO NEW EQUIPMENT: NEW 36 MONTH CAPITAL LEASE OPTION RICOH AFICIO MP MP4001 SP COPIER $170.00 LCIT PB3050 LARGE CAPACITY TRAY (2,000 SHEETS) $25.00 BRIDGE UNITY BU 3030 REQUIRED FOR FINISHER $4.00 1,000 SHEET FINISHER SR790 1,000 SHEET $25.00 ESP DIGITAL QC 120/15 NETWORK (POWERFILTER) $4.00 DATA OVERWRITE SECURITY UNIT TYPE I $7.00 LOCATIONS: 1) PHARR CLINIC 300 W. HALL ACRES SUITE B, PHARR, TX 2) ADMINISTRATION 1304 SOUTH 25TH AVE, EDINBURG, TX 3) MISSION ENVIRO, 722 N. BREYFOGLE, MISSION, TX 4) ELSA CLINIC, 708 E. EDINBURG, AVE, ELSA, TEXAS 5) WESLACO ENVIRO, 1902 JOE STEPHENS, WESLACO,TX 6) HIDALGO CLINIC, 702 TEXANO DR, HIDALGO, TEXAS 7) PULMONARY RECEP 1304 SOUTH 25TH , EDINBURG, TX 8) ENVIRONMENTAL , 1304 SOUTH 25TH AVE, EDINBURG, TX 9) PULMONARY 1304 SOUTH 25TH AVE, EDINBURG, TX	2,115.00	23,265.00
11.00	MONTH	CO NEW MAINTENANCE FOR RICOH AFICIO MP MP4001 SP COPIER (5,000 B/W IMAGES PER MONTH WITH OVERAGES @ $0.007) $44.50 LOCATIONS: 1) PHARR CLINIC, 300 W. HALL ACRES SUITE B PHARR TX 2) ADMINISTRATION 1304 SOUTH 25TH AVE, EDINBURG, TX 3) MISSION ENVIRO, 722 N. BREYFOGLE, MISSION, TX 4) ELSA CLINIC, 708 E. EDINBURG, AVE, ELSA, TEXAS 5) WESLACO ENVIRO, 1902 JOE STEPHENS, WESLACO,TX 6) HIDALGO CLINIC, 702 TEXANO DR, HIDALGO, TEXAS 7) PULMONARY RECEP 1304 SOUTH 25TH , EDINBURG, TX 8) ENVIRONMENTAL , 1304 SOUTH 25TH AVE, EDINBURG, TX 9) PULMONARY 1304 SOUTH 25TH AVE, EDINBURG, TX	400.50	4,405.50
11.00	MONTH	CO NEW EQUIPMENT: NEW 36 MONTH CAPITAL LEASE OPTION RICOH MP5001 SP COPIER $207.00 LCIT PB3050 (2,000 SHEETS) $25.00 BRIDGE UNIT BU 3030 $4.00 1,000 SHEET FINISHER SR790 $25.00 ESP DIGITAL QC 120/15 NETWORK (POWERFILTER) $4.00 DATA OVERWRITE SECURITY UNIT TYPE I $7.00 LOCATIONS: 1) EDINBURG CLINIC 3105 E. RICHARDSON RD, EDINBURG, TX 2) WESLACO CLINIC, 1901 N. BRIDGE AVE, WESLACO, TX 3) MCALLEN CLINIC, 300 E. HACKBERRY, MCALLEN, TX 4) MISSION CLINIC, 211 S. SHUERBUCK RD, MISSION, TX	1,360.00	14,960.00

Authorized By: _____

Requisition

Req # 00188513

PO #

Date: 01/19/11

Bill To: x
x

Vendor : 243353
IKON OFFICE SOLUTIONS
809A SAVANNAH AVE #311
MCALLEN TX 78503-3003

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

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		5) PHARR CLINIC, 300 W. HALL ACRES RD, PHARR, TEXAS		
11.00	MONTH	CO NEW MAINTENANCE FOR RICOH MP5001 SP COPIER : (12,000 B/W IMAGES PER MONTH WITH OVERAGES @ $0.007) $79.20 LOCATIONS: 1) EDINBURG CLINIC 3105 E. RICHARDSON RD, EDINBURG, TX 2) WESLACO CLINIC, 1901 N. BRIDGE AVE, WESLACO, TX 3) MCALLEN CLINIC, 300 E. HACKBERRY, MCALLEN, TX 4) MISSION CLINIC, 211 S. SHUERBUCK RD, MISSION, TX 5) PHARR CLINIC, 300 W. HALL ACRES RD, PHARR, TEXAS	396.00	4,356.00
		Account No	Encumbrance	
			Freight	.00
			Total	46,986.50
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

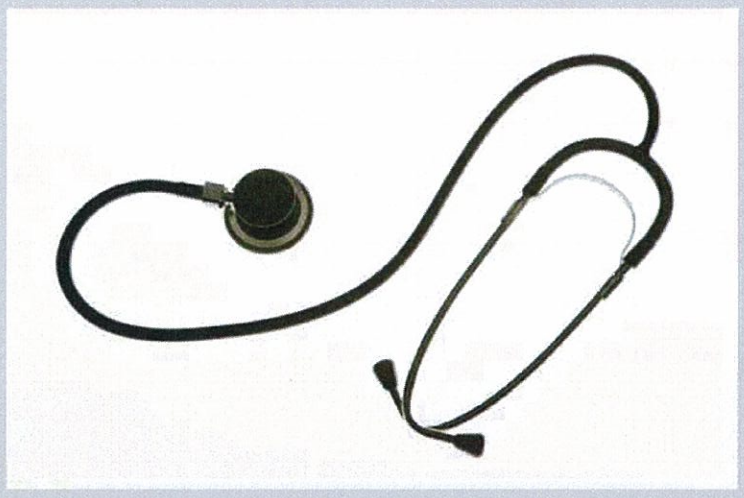
Authorized By: _____

Req# 188513

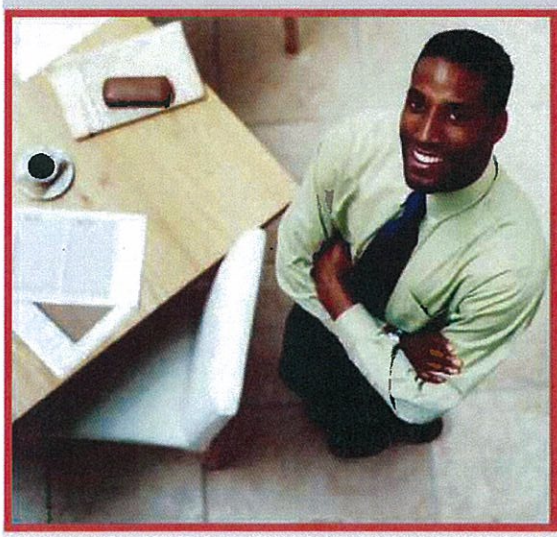
Capital Lease Versus Operating Lease Test
2011

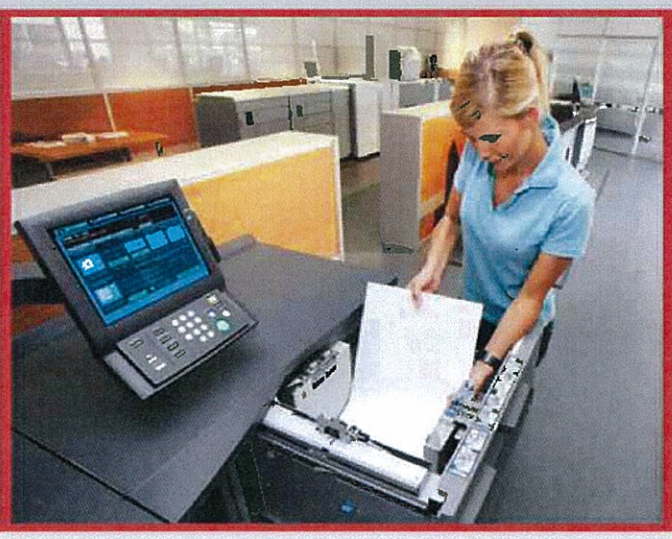
Indicates calculated field
Mandatory Field
Complete if indicated in lease documentation

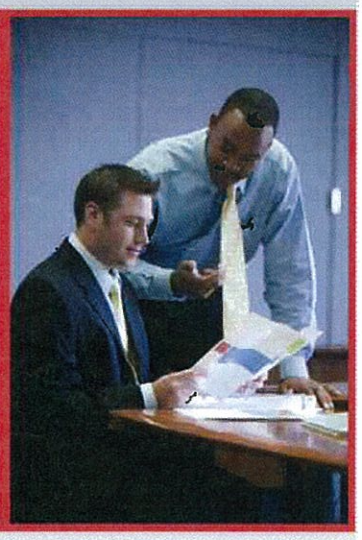
							1	2	3a	3b	4a	4b	
CC Date	Lease / Property Schedule No.	Requisition Number	Asset Module Asset ID No.	Lease Term Commence Date	Description	Monthly Pymt Amount	Title Xfer at End of Lease? (Y/N)	Bargain Purchase Option? (Y/N)	Lease Term in Months	Est. Economic Useful Life in Months	Total Principal Pmts Over Lease Term	FMV of Leased Equip. at Lease Inception	Capital or Operating Lease? (Calculated Field)
1/18/2011	Pct. 2 NA Ha	187675	985-L2	1/18/2011	WC7435P	$366.69	N	N	36	60	$13,200.84	$13,200.84	Capital Lease
1/18/2011	Pct. 2 Old O	187677	985-L2	1/18/2011	WC7435P	$419.44	N	N	36	60	$15,099.84	$15,099.84	Capital Lease
2/1/2011	Pct. 4 Adm.	188337	985-L2	1/18/2011	W7556P	$661.43	N	N	48	60	$31,748.64	$31,748.64	Capital Lease
2/1/2011	Health Dept	188590	BOARD 299	2/1/2011	MP4001SP	$235.00	N	N	36	60	$8,460.00	$6,831.00	Capital Lease
2/1/2011	Health Dept	188590	BOARD 299	2/1/2011	MP5001SP	$272.00	N	N	36	60	$9,792.00	$7,908.00	Capital Lease
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Proposal for Hidalgo County Health & Human Services Department



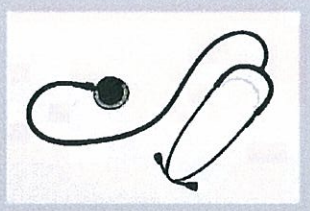




January 25, 2011

IKON Document Efficiency At Work.®
A RICOH COMPANY

Submitted by IKON Office Solutions, Inc.





Aissa Garcia
Account Executive
IKON Office Solutions, Inc.
809-A Savannah, Suite 311
McAllen, TX 78503
(956) 607-6465
aigarcia@IKON.com

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Reservation of Rights—In response to your request, we have reviewed and are responding to the terms and conditions in your RFP or invitation. Based on our review of the information provided by you, IKON is confident that contracts acceptable to us may be reached promptly following any award. Specifically, we recognize your right to negotiate and approve the terms and conditions of any contract following award and respectfully reserve the same right. We acknowledge that all contract terms and conditions must be mutually agreed upon by both of us. Our proposal represents our commitment with respect to pricing, equipment specifications and our proposed solution. Following bid award, we contemplate that we will both negotiate and sign, in the exercise of good faith, customary definitive agreement(s) to govern our relationship, and provide reasonable assurances of our authority to enter into such agreements. In an effort to expedite the finalization of our agreements, we have noted the following topics for our discussion, which are either not addressed in your request or for which we request further clarification:

- To the extent you lease from us or IKON Financial Services, customary terms and conditions related to equipment financing, subject to customary non-appropriation rights;
- Mutually acceptable terms related to the measurement and calculation of service levels, including customary terms related to reporting requirements and remedies;
- Standard industry service termination and default, rights and remedies, including reasonable written notice requirements and cure periods;
- Risk of loss and insurance requirements during possession of provided equipment;
- Assignment rights subject to prior credit approval;
- Standard industry warranties for service and support and the transfer of applicable manufacturer product warranties, as well as customary limitations of implied warranties;
- Mutual indemnification for third party claims arising from acts of misconduct in connection with the performance of services; and
- Mutual liability protections for consequential and similar damages.

As is customary for transactions of this type, any acknowledgements made by each of us are qualified by the right to negotiate mutually acceptable terms. Our proposal is based upon the information provided by you, and the assumptions made by us in preparing our response. Any changes to information or assumptions may, if material, require modification. Upon award, we will be pleased to work with you to promptly finalize mutually acceptable contract terms and, if applicable, provide copies of appropriate contract forms for that purpose.

Proprietary and Confidential Statement—The enclosed materials are proprietary to IKON Office Solutions, Inc. ("IKON"), and IKON reserves all right, title, and interest in and to such materials. The terms, conditions, and information set forth herein are confidential to IKON and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. These materials may not be used in any manner other than for such limited purpose. Any unauthorized disclosure, use, reproduction, or transmission is expressly prohibited without the prior written consent of IKON. These materials summarize a proposed equipment and/or services solution. They are intended for informational purposes only to assist you in your evaluation of IKON as a potential business partner. These materials do not represent an offer or a binding agreement.

Rigo Hinojosa / Josie Escalante
Director of Operations / Administration
Hidalgo County Health & Human Services Department
1304 S. 25th Ave.
Edinburg, TX 78542



Dear Mr. Hinojosa & Ms. Escalante,

Thank you for taking the time to speak with me regarding your copier situation. Based on our conversation, I have put together a proposed solution that we believe will meet your goals of:

- New technology to increase efficiency and increase speed
- Increased monthly copy allowance with reduced overages
- Reducing overall monthly costs
- Complete lease forgiveness on current lease contract # 429301-1008606A2

At IKON Office Solutions, Inc., a Ricoh company, we have built a solid reputation for providing the best solution for each of our customer's unique requirements. We are able to meet your specific needs by leveraging innovative technology backed by IKON's world class service and expertise.

Thank you for giving us the opportunity to present the following proposal. On behalf of your IKON team, we appreciate the time you have committed to considering our recommendations. We look forward to serving all of your document needs and increasing your document efficiency.

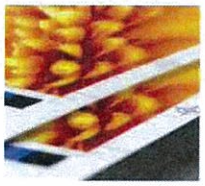
Sincerely,

Aissa Garcia
Account Executive
Office 956-687-9156
Mobile 956-607-6465
aigarcia@ikon.com

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Reservation of Rights—In response to your invitation, we are pleased to submit this proposal for your consideration. We recognize your right to negotiate and approve the terms and conditions of any contract following award and respectfully reserve the right to do the same. We acknowledge that all contract terms and conditions must be mutually agreed upon by both of us. Our proposal represents our commitment with respect to pricing, equipment specifications and service levels and contemplates that both parties reserve the right to review and negotiate appropriate and mutually acceptable terms and conditions in the exercise of good faith. As is customary for transactions of this type, our proposal is based upon the information provided by you and the assumptions set forth in our response, and any changes to such information or assumptions may, if material, require modification. Upon award, we will be pleased to work with you to promptly finalize mutually acceptable contract terms and, if applicable, provide copies of appropriate contract forms for that purpose.

Ricoh MP4001SP




The Ricoh MP 4001SP delivers exceptional results to businesses seeking versatile digital copying, productive network scanning and printing. Featuring professional image quality and a space-saving design, the Ricoh MP 4001SP incorporates an array of impressive features that will substantially increase user productivity.

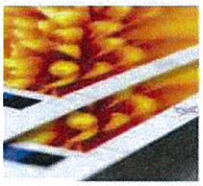
Key Features of the Ricoh MP 4001SP

- 40-PPM monochrome output speed, Low cost per page output
- 2 x 500 Sheet Paper Trays
- 1 - 2,000 sheet Large Capacity Tray
- 100 Sheet ARDF / Duplex unit
- 100 Sheet Bypass
- Configured to Print and scan - providing both black & white and color scanning functionality
- 1 standard PPDM license that includes 1 Desktop, 1 PSP Server Software & MFP Connectivity, plus standard App2Me application.
- Warm up time less than 20 seconds and a 4.5 seconds monochrome first print speed
- ESP Power Filter
- Data Overwrite Security System - DOSS
- Energy Star® compliant



IKON Document Efficiency At Work®
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Ricoh MP5001SP




The Ricoh MP 5001SP delivers exceptional results to businesses seeking versatile digital copying, productive network scanning and printing. Featuring professional image quality and a space-saving design, the Ricoh MP 5001SP incorporates an array of impressive features that will substantially increase user productivity.

Key Features of the Ricoh MP 5001SP

- 50-PPM monochrome output speed, Low cost per page output
- 2 x 550 Sheet Paper Trays
- 1 - 2,000 sheet Large Capacity Tray
- 100 Sheet ARDF / Duplex unit
- 100 Sheet Bypass
- Configured to Print and scan - providing both black & white and color scanning functionality
- 1 standard PPDM license that includes 1 Desktop, 1 PSP Server Software & MFP Connectivity, plus standard App2Me application.
- Warm up time less than 22 seconds and a 3.5 seconds monochrome first print speed
- ESP Power Filter
- Data Overwrite Security System - DOSS
- Energy Star® compliant



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Current Situation and Proposed Solution

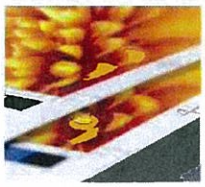


SERIAL NUMBER	LOCATION	CURRENT MODEL DESCRIPTION	ADDITIONAL ACCESSORIES INCLUDED	AMV	PROPOSED SOLUTION	ADDITIONAL ACCESSORIES
SRH00086	1304 S 25TH AVE EDINBURG, TX ****NEW MACHINE WILL BE DELIVERED TO: 300 W HALL ACRES RD PHARR, TX**	CANON COPIER IR2016I	PAPER DRAWER AND CABINET	1,097	RICOH MP 4001	PAPER DRAWER, LARGE CAPCITY TRAY, STAPLE, PRINT/SCAN, DOSS
SRH00088	1304 S 25TH AVE EDINBURG, TX	CANON COPIER IR2016I	PAPER DRAWER AND CABINET	809	RICOH MP 4001	PAPER DRAWER, LARGE CAPCITY TRAY, STAPLE, PRINT/SCAN, DOSS
SRH00085	722 N BREYFOGLE MISSION, TX	CANON COPIER IR2016I	PAPER DRAWER AND CABINET	1,642	RICOH MP 4001	PAPER DRAWER, LARGE CAPCITY TRAY, STAPLE, PRINT/SCAN, DOSS
SRH00091	708 E EDINBURG AVE ELSA TX	CANON COPIER IR2016I	PAPER DRAWER AND CABINET	3,167	RICOH MP 4001	PAPER DRAWER, LARGE CAPCITY TRAY, STAPLE, PRINT/SCAN, DOSS
SLH26838	1902 JOE STEPHENS AVE WESLACO, TX	CANON COPIER IR2270	CABINET, STAPLE AND PRINT/SCAN	860	RICOH MP 4001	PAPER DRAWER, LARGE CAPCITY TRAY, STAPLE, PRINT/SCAN, DOSS
SLH26694	702 E TEXANO DR HIDALGO, TX	CANON COPIER IR2270	CABINET, STAPLE AND PRINT/SCAN	7,308	RICOH MP 4001	PAPER DRAWER, LARGE CAPCITY TRAY, STAPLE, PRINT/SCAN, DOSS
SKV57119	1304 S 25TH AVE EDINBURG, TX	CANON COPIER IR3570	CABINET, PAPERDECK, STAPLE AND PRINT/SCAN	6,685	RICOH MP 4001	PAPER DRAWER, LARGE CAPCITY TRAY, STAPLE, PRINT/SCAN, DOSS
SKV57143	1304 S 25TH AVE EDINBURG, TX	CANON COPIER IR3570	CABINET, PAPERDECK, STAPLE AND PRINT/SCAN	5,668	RICOH MP 4001	PAPER DRAWER, LARGE CAPCITY TRAY, STAPLE, PRINT/SCAN, DOSS
SKV57651	3105 E RICHARDSON RD EDINBURG, TX	CANON COPIER IR3570	CABINET, PAPERDECK, STAPLE AND PRINT/SCAN	16,004	RICOH MP 5001	PAPER DRAWER, LARGE CAPCITY TRAY, STAPLE, PRINT/SCAN, DOSS
SKV58232	1901 N BRIDGE AVE WESLACO, TX	CANON COPIER IR3570	CABINET, PAPERDECK, STAPLE AND PRINT/SCAN	9,307	RICOH MP 5001	PAPER DRAWER, LARGE CAPCITY TRAY, STAPLE, PRINT/SCAN, DOSS
SKV58241	300 E HACKBERRY AVE MCALLEN, TX	CANON COPIER IR3570	CABINET, PAPERDECK, STAPLE AND PRINT/SCAN	16,313	RICOH MP 5001	PAPER DRAWER, LARGE CAPCITY TRAY, STAPLE, PRINT/SCAN, DOSS
SKV57154	211 S SCHUERBACH RD MISSION, TX	CANON COPIER IR3570	CABINET, PAPERDECK, STAPLE AND PRINT/SCAN	17,470	RICOH MP 5001	PAPER DRAWER, LARGE CAPCITY TRAY, STAPLE, PRINT/SCAN, DOSS
SKV57180	300 W HALL ACRES RD PHARR, TX	CANON COPIER IR3570	CABINET, PAPERDECK, STAPLE AND PRINT/SCAN	12,150	RICOH MP 5001	PAPER DRAWER, LARGE CAPCITY TRAY, STAPLE, PRINT/SCAN, DOSS
SKU22781	1304 S 25TH AVE EDINBURG, TX	CANON COPIER IR4570	CABINET, PAPERDECK, STAPLE AND PRINT/SCAN	5,726	RICOH MP 4001	PAPER DRAWER, LARGE CAPCITY TRAY, STAPLE, PRINT/SCAN, DOSS

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Financial Considerations

Investment Details:
9 Ricoh MP 4001SP's, 5 Ricoh MP 5001SP





Current Situation:

14 Machines with 80,000 copies per month on a 60 Month Lease ***$3,517.40***

Financial Considerations for 36 Months

Equipment Breakdown		TASB Purchase Pricing	36 mo Pricing
1.	**Ricoh Aficio MP 4001SP**-40ppm B/W Copier/Printer/Scanner	$4,950.00	$170.00
	LCIT PB3050-Additional 2,000 Large Capacity Tray	$731.00	$25.00
	Bridge Unity BU 3030-Required for installation of finisher	$108.00	$4.00
	1,000 Sheet Finisher SR 790-1,000 Sheet Finisher- 50 sheet staple capacity	$731.00	$25.00
	Digital QC 120/20 Network Powerfilter-Surge Protector	$110.00	$4.00
	Data Overwrite Security System-DOSS-Compliance with ISO 15408	$201.00	$7.00
	Equipment Total		$235.00
	Service (5,000 B/W images per month with overages @ $0.007)		$44.50
		Grand Total	$279.50
		x9	$2,515.50
2.	**Ricoh Aficio MP 5001SP**-50ppm B/W Copier/Printer/Scanner	$6,027.00	$207.00
	LCIT PB3050-Additional 2,000 Large Capacity Tray	$731.00	$25.00
	Bridge Unity BU 3030-Required for installation of finisher	$108.00	$4.00
	1,000 Sheet Finisher SR790-1,000 Sheet Finisher-50 sheet staple capacity	$731.00	$25.00
	Digital QC 120/20 Network Powerfilter-Surge Protector	$110.00	$4.00
	Data Overwrite Security System-DOSS-Compliance with ISO 15408	$201.00	$7.00
	Equipment Total		$272.00
	Service – (12,000 B/W images per month with overages @ $0.007)		$79.20
		Grand Total	$351.20
		x5	$1,756.00

36 Month Lease Option - Grand Total - $4,271.50

(Please see attached TASB Pricing Sheet for further break downs of each machine and service)

*This quote includes: **105,000** B/W COPIES per month with B/W overages billed quarterly @ 0.007*

Pricing Components Include: Equipment, Delivery, Installation, Operator Training, Maintenance, Toner, Staples and Service performed by IKON Customer Service Technicians (You will incur no additional charges for parts or labor)

****NOTE: All rates are Property Tax Inclusive and based off of the TASB BuyBoard**
Complete Lease Forgiveness on current lease Contract # 429301-1008606A2 with 14 Canon Units
And all machines will include DOSS (Data Overwrite Security System)
(To comply with ISO 15408 Common Criteria Guidelines)

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www.ikon.com











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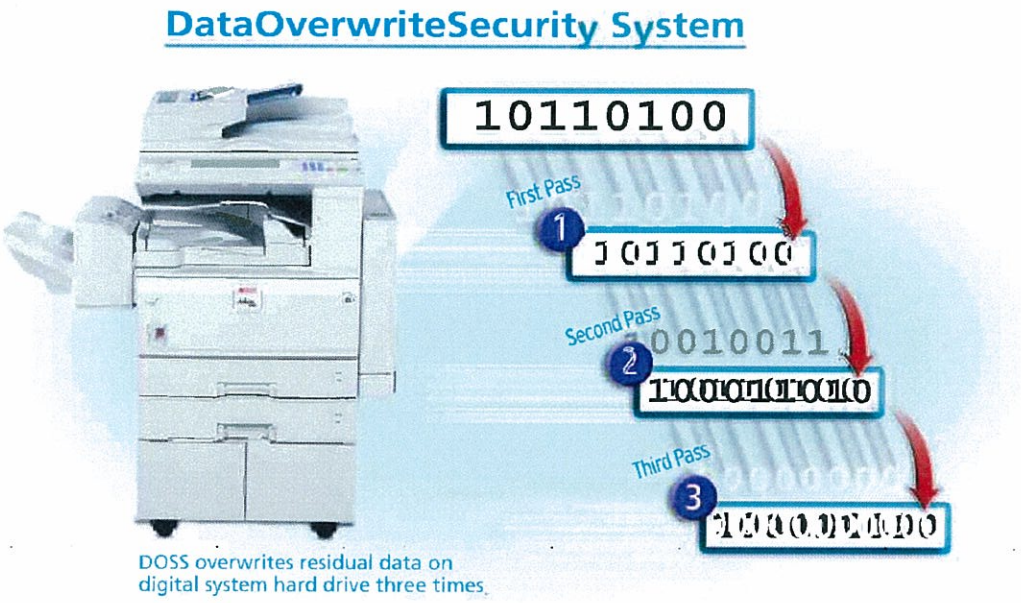
Proprietary and Confidential Statement—The enclosed materials are proprietary to IKON Office Solutions, Inc., a Ricoh company ("IKON"), and IKON reserves all right, title, and interest in and to such materials. The terms, conditions, and information set forth herein are confidential to IKON and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. These materials may not be used in any manner other than for such limited purpose. Any unauthorized disclosure, use, reproduction, or transmission is expressly prohibited without the prior written consent of IKON. These materials summarize a proposed equipment and/or services solution. They are intended for informational purposes only to assist you in your evaluation of IKON as a potential business partner. These materials do not represent an offer or a binding agreement.

DataOverwriteSecurity System (DOSS)

RICOH

Ricoh's DataOverwriteSecurity System (DOSS) option offers added security to all types of customer mission-critical documents and proprietary information. The DOSS option overwrites temporary data stored on the system's internal hard disk drive by using a three-pass overwrite process of random sequences of 1s and 0s, making it incredibly difficult to reconstruct images or files. Customers can rest easy knowing their copy and print jobs, scanned files, and paperless Fax data are safeguarded against the risk of unauthorized distribution of files or information theft.

When customers relocate or dispose of their system, an Erase All Memory function is available to permanently erase all content stored on the hard disk drive, including address book information, user codes, network settings, and additional fonts downloaded to the system.



DOSS overwrites residual data on digital system hard drive three times.

Key Benefits:

- **A DIMM CHIP** is installed within the digital system, automatically enabling the overwrite functionality. The DOSS Unit can only be disabled by the system administrator using a special password. DOSS installation must be completed by an authorized Ricoh Service Technician.
- **PROVIDES THE ADDED ASSURANCE OF ISO 15408 COMMON CRITERIA CERTIFICATION** – ISO 15408 Certification provides customers with third party independent assurance that a vendor's security claims operate as advertised. This certification can then be added to an Information Assurance plan as proof that a reasonable effort has been made to keep information secure. The ISO 15408 standard is administered in the US by the National Information Assurance Partnership (NIAP), a US Government agency. ISO 15408 Certification completed for DOSS Type C and D is fully recognized in the US by NIAP.
- **REMOVABLE HARD DISK DRIVE SECURITY SYSTEM** allows a digital system's internal hard drive to be removed and works in conjunction with Ricoh's DOSS option. Combining these two security features provides a multi-layered approach to securing sensitive documents. (Available on select Ricoh digital systems)
- **ASSISTS IN COMPLIANCE WITH US GOVERNMENT INFORMATION SECURITY ACTS** – Health Insurance Portability AND Accountability Act (HIPPA), Gramm-Leach-Bliley Act (GLBA) for financial privacy, and Family Education Rights Privacy Act (FERPA) for student privacy. Each ACT requires organizations dealing with sensitive information to complete an information assurance plan to document that a reasonable effort has been made to keep information secure. Including DOSS on digital systems helps comply with the security ACTs and provides substance for the information assurance plan.

*To comply with ISO 15408 Common Criteria guidelines, an authorized Ricoh service technician must install the DOSS option.

For more information on the DOSS option, please go to the Solution section at www.ricoh-usa.com

Product Description	Vendor Part Number	MSRP	TLGC Selling Price	24 Mo	36 Mo	48 Mo	60 Mo
Ricoh Aficio MP4001SP							
BASE UNIT							
Ricoh Aficio MP4001SP	**MP4001SP**	**$12,030**	$4,950	$242	$170	$135	$113
COPIER ACCESSORIES							
FAC33 Cabinet	413762	$210	$100	$5	$3	$3	$2
2-Tray Paper Bank (PB3040)	415002	$1,520	$753	$37	$26	$21	$17
LCIT PB3050 (2,000 Sheets)	415003	$1,570	$731	$36	$25	$20	$17
LCIT RT3000 (1,200 Sheets)	415005	$1,570	$679	$33	$23	$19	$16
Bridge Unit BU 3030	414175	$230	$108	$5	$4	$3	$2
1 Bin Tray BN3040	414177	$420	$222	$11	$8	$6	$5
2000 Sheet Booklet Finisher SR3020	413323	$4,110	$1,968	$96	$68	$54	$45
1,000 Sheet Finisher SR790	412730	$1,480	$731	$36	$25	$20	$17
3000 Sheet Finisher SR3030	413325	$2,860	$1,371	$67	$47	$37	$31
2/3 Hole Punch Unit Type 3260	412209	$920	$416	$20	$14	$11	$10
HDD Encryption Unit Type A	414021	$390	$198	$10	$7	$5	$5
TYPE MP5000 REMOVABLE HARD DRIVE (RHD)	003896MIU	$1,500	$1,060	$52	$36	$29	$24
TYPE MP5000 ADDITIONAL REMOVABLE HARD DRIVE (ARHD)	003897MIU	$765	$616	$30	$21	$17	$14
Optional Counter Interface Unit Type A	413012	$62	$31	$2	$1	$1	$1
ESP Digital QC 120/15 Network - (Powerfilter)	D5133NT	$170	$110		$4	$3	$3
FAX OPTION ACCESSORIES							
Ricoh Fax Option Type 5001	415291	$1,150	$553	$27	$19	$15	$13
G3 Interface Unit Type 5000	413891	$685	$340	$17	$12	$9	$8
Handset Type 1018	410781	$68	$34	$2	$1	$1	$1
32MB Memory Unit Type B	001342MIU	$195	$90	$4	$3	$2	$2
PRINT/SCAN OPTION							
PostScript3 Unit Type 5000	413954	$920	$445	$22	$15	$12	$10
IEEE802.11a/b/g Wireless Interface Type J	414008	$565	$290	$14	$10	$8	$7
Gigabit Ethernet Board Type A	402547	$340	$211	$10	$7	$6	$5
IEEE1284 Interface Board Type A	411699	$105	$51	$2	$2	$1	$1
Bluetooth Interface Unit Type 3245	412866	$378	$223	$11	$8	$6	$5
Special Options							
File Format Converter Type E	414007	$605	$304	$15	$10	$8	$7
Key Counter Bracket Type H	412552	$100	$48	$2	$2	$1	$1
Data Overwrite Security Unit Type I	413955	$420	$201	$10	$7	$5	$5
Scanner Accessibility Option Type 4045	413054	$1,680	$803	$39	$28	$22	$18
3L68-17 USB Keyboard	100168FNG	$449	$409	$20	$14	$11	$9
	TOTAL PURCHASE PRICE FOR EACH MP4001SP		**$6,831**		**LEASE TOTAL PER MONTH FOR EACH MP4001SP**		**$235**
			X9				**X9**
	TOTAL PURCHASE PRICE FOR 9 MP4001SP'S		**$61,479**		**LEASE TOTAL PER MONTH FOR 9 MP4001SP'S**		**$2,115**
SUPPLIES							
TONER MP4500/8045E/LD345	841346	$342					
STAPLES TYPE K 5000/CTG	410801	$44					
STAPLES TYPE K REFILL	410802	$78					
STAPLES TYPE L	411240	$32					
STAPLES TYPE L REFILL	411241	$53					
Marker Type 30	334049	$31					

Notes

(1)Mainframe includes 2 x 550 Sheet Paper Trays, 768MB RAM, 100-Sheet ARDF, Duplex, 100-Sheet Bypass, Interchange, 40 GB HDD, Printer/Scanner SD Card. Color Scanning is a standard feature. Also includes Java Card Type F, 1 standard PPDM license that includes 1 Desktop, 1 PSP Server Software & MFP Connectivity, plus standard App2Me application. Standard support for PCL5e/PL6. RPCS is not available.
(2)Must install either FAC33 Cabinet (413762) or PB3040 (415002) or PB3050 (415003).

(3)The Bridge Unit BU3030 (414175) is required with the SR3020 Booklet Finisher (413323), SR790 (412730) and SR3030 Finishers (413325).
(4)125 Sheet Capacity. Provides additional output tray to separate fax/print output from copy.
(5)Encrypts HDD and Non-Volatile RAM data immediately upon storage, which reduces the risk ofdata disclosure in the event HDD is stolen.
(6)Punch Kit Type 3260 NA 2/3 (412209) requires the installation of either Finisher SR3030 (413325) or Booklet Finisher SR3020 (413323).
(7)33.6Kbps, 2 Second Transmission Speed, Standard JBIG. Standard 320 Pages. LAN-Faxing, Fax Forward to Email, IP Faxing.
(8)Provides an additional fax modem. Two additional G3 lines can be added. Maximum of 3 lines available.

(9)Memory Unit Type B 32MB increases page memory size to 16MB, SAF memory size increases to 28MB (or 2,240 pages), and resolution increases to 400 x 400 dpi.
(10)Required for Macintosh and PostScript environments.
(11)Overwrites Copy, Print, Scanner, Document Server, File Format Converter and Paperless Fax.
(12)One out of five options may be installed: IEEE1284 (411699), Bluetooth (412866), IEEE802.11a/g (414008), Gigabit Ethernet (402547) or File Format Converter
(13)Required to convert, format and drag to desktop document stored via Copy or Print mode.
(14)Requires Fax Option Type 5001 (415291).
(15)LCIT RT3000 (414137) requires installation of LCIT PB3050 (415003) or Paper Feed Unit PB3040 (415002). This option cannot be installed with FAC33 Cabinet (413762).
(16)SR790 Finisher (412730), SR3030 Finisher (413325) and SR3020 Booklet Finisher (413323) cannot be installed on the same device.
(17)Cannot install Paper Feed Unit Type PB3040 (415002) with Tandem LCT PD3050 (415003).
(18)20-Pin Interface used to attach External Key Counter or Key Card Device.
(19)Used to mount external Key Counter to MFP.
(20)Includes cable kit to allow ARDF/Scanner to be removed from mainframe and placed on a table for easier access.

(21)This option is installed in the standard exit tray and supports optional eCopy ShareScan Suite, eCopy ShareScan Essentials & GlobalScan NX.
(22)PPDM Bundle Upgrade. Only valid for purchase with the MP 2851SP/MP 3351SP/MP 40001SP/MP 5001SP products.
(23)RHD kit uses MFP's Internal Hard Drive
(24)Fax Option is NOT COMPATIBLE with RHD or ARHD
(25)HDD Encryption unit is NOT COMPATIBLE with RHD or ARHD
(26)ARHD includes an extra hard drive

Product Description	Vendor Part Number	MSRP	TLGC Selling Price	24 Mo	36 Mo	48 Mo	60 Mo
Ricoh Aficio MP5001SP							
BASE UNIT							
Ricoh Aficio MP5001SP	**MP5001SP**	**$14,870**	$6,027	$294	$207	$165	$138
COPIER ACCESSORIES							
FAC33 Cabinet	413762	$210	$100	$5	$3	$3	$2
2-Tray Paper Bank (PB3040)	415002	$1,520	$753	$37	$26	$21	$17
LCIT PB3050 (2,000 Sheets)	415003	$1,570	$731	$36	$25	$20	$17
LCIT RT3000 (1,200 Sheets)	415005	$1,570	$679	$33	$23	$19	$16
Bridge Unit BU 3030	414175	$230	$108	$5	$4	$3	$2
1 Bin Tray BN3040	414177	$420	$222	$11	$8	$6	$5
2000 Sheet Booklet Finisher SR3020	413323	$4,110	$1,968	$96	$68	$54	$45
1,000 Sheet Finisher SR790	412730	$1,480	$731	$36	$25	$20	$17
3000 Sheet Finisher SR3030	413325	$2,860	$1,371	$67	$47	$37	$31
2/3 Hole Punch Unit Type 3260	412209	$920	$416	$20	$14	$11	$10
HDD Encryption Unit Type A	414021	$390	$198	$10	$7	$5	$5
TYPE MP5000 REMOVABLE HARD DRIVE (RHD)	003896MIU	$1,500	$1,060	$52	$36	$29	$24
TYPE MP5000 ADDITIONAL REMOVABLE HARD DRIVE (ARHD)	003897MIU	$765	$616	$30	$21	$17	$14
Optional Counter Interface Unit Type A	413012	$62	$31	$2	$1	$1	$1
ESP Digital QC 120/15 Network - (Powerfilter)	D5133NT	$170	$110		$4	$3	$3
FAX OPTION ACCESSORIES							
Ricoh Fax Option Type 5001	415291	$1,150	$553	$27	$19	$15	$13
G3 Interface Unit Type 5000	413891	$685	$340	$17	$12	$9	$8
Handset Type 1018	410781	$68	$34	$2	$1	$1	$1
32MB Memory Unit Type B	001342MIU	$195	$90	$4	$3	$2	$2
PRINT/SCAN OPTION							
PostScript3 Unit Type 5000	413954	$920	$445	$22	$15	$12	$10
IEEE802.11a/b/g Wireless Interface Type J	414008	$565	$290	$14	$10	$8	$7
Gigabit Ethernet Board Type A	402547	$340	$211	$10	$7	$6	$5
IEEE1284 Interface Board Type A	411699	$105	$51	$2	$2	$1	$1
Bluetooth Interface Unit Type 3245	412866	$378	$223	$11	$8	$6	$5
Special Options							
File Format Converter Type E	414007	$605	$304	$15	$10	$8	$7
Key Counter Bracket Type H	412552	$100	$48	$2	$2	$1	$1
Data Overwrite Security Unit Type I	413955	$420	$201	$10	$7	$5	$5
Scanner Accessibility Option Type 4045	413054	$1,680	$803	$39	$28	$22	$18
3L68-17 USB Keyboard	100168FNG	$449	$409	$20	$14	$11	$9
	TOTAL PURCHASE PRICE FOR EACH MP5001SP		**$7,907**		**LEASE TOTAL PER MONTH FOR EACH MP5001SP**		**$272**
			X5				**X5**
	TOTAL PURCHASE PRICE FOR 5 MP5001SP'S		**$39,535**		**LEASE TOTAL PER MONTH FOR 5 MP5001SP'S**		**$1,360**
SUPPLIES							
TONER MP4500/8045E/LD345	841346	$342					
STAPLES TYPE K 5000/CTG	410801	$44					
STAPLES TYPE K REFILL	410802	$78					
STAPLES TYPE L	411240	$32					
STAPLES TYPE L REFILL	411241	$53					
Marker Type 30	334049	$31					

Notes

(1)Mainframe includes 2 x 550 Sheet Paper Trays, 768MB RAM, 100-Sheet ARDF, Duplex, 100-Sheet Bypass, Interchange, 40 GB HDD, Printer/Scanner SD Card. Color Scanning is a standard feature. Also includes Java Card Type F, 1 standard PPDM license that includes 1 Desktop, 1 PSP Server Software & MFP Connectivity, plus standard App2Me application. Standard support for PCL5e/PL6. RPCS is not available.
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(13)Required to convert, format and drag to desktop document stored via Copy or Print mode.
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(15)LCIT RT3000 (414137) requires installation of LCIT PB3050 (415003) or Paper Feed Unit PB3040 (415002). This option cannot be installed with FAC33 Cabinet (413762).
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(19)Used to mount external Key Counter to MFP.
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(21)This option is installed in the standard exit tray and supports optional eCopy ShareScan Suite, eCopy ShareScan Essentials & GlobalScan NX.
(22)PPDM Bundle Upgrade. Only valid for purchase with the MP 2851SP/MP 3351SP/MP 40001SP/MP 5001SP products.
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(26)ARHD includes an extra hard drive

TASB

IKON Office Solutions GTX IMP

CANON / RICOH DIGITAL BLACK&WHITE, COLOR AND PROFESSIONAL SERVICES

TERM	SEG 1	SEG 2	SEG 3	SEG 4a	SEG 4b	SEG 5a	SEG 5b	SEG 6
	Per Copy	Per Copy	Per Copy.	Per Copy	Per Copy	Per Copy	Per Copy	Per Copy
12 MONTH	0.0149	0.011	0.0085	0.0066	0.0064	0.0058	0.0056	0.0051
36 MONTH RATE	0.0156	0.0115	0.0089	0.0068	0.0066	0.006	0.0058	0.0053
48 MONTH RATE	0.0163	0.0121	0.0093	0.0071	0.0068	0.0063	0.006	0.0055
60 MONTH RATE	0.0171	0.0127	0.0098	0.0075	0.0072	0.0066	0.0062	0.0057
OVERAGES	0.0145	0.0095	0.0086	0.0062	0.0060	0.0055	0.0054	0.0050
MONTHLY VOLUME	1,000-2,500	2,500-5,000	5,000-10,000	10,000-20,000	20,000-30,000	30,000-40,000	40,000-75,000	75,000 +

B/W Service for 9 MP 4001SP'S: 5,000 B/W images per month for 9 machines= 5,000 x $0.0089 = $44.50 x 9 = $400.50

B/W Service for 5 MP 5001SP'S: 12,000 B/W images per month for 5 machines=12,000 x $0.0066 = $79.20 x 5 = $396.00

TOTAL FOR 9 MP 4001SP's AND 5 MP 5001SP's = **$796.50**

Overages charged @ ~~$0.00849~~ $0.007

Price included Service Parts/Labor, Black Toner and Staples. Excluded Connectivity Support.

*** Required Minimum Volume**

TERM	C1100/IPC-1	CLC4/5100	MPC2000/2500 /3000	MPC3500/4500 /6000/7500	C2550/3080/3480	C4080/4580/5185	C5058U/5068U	CPP550/650/C7000/6 000VP/6000
	Color*	Color*	B/W or Color**	B/W or Color**		B/W or Color**	B/W or Color**	Color*
12 MONTH	0.1200	0.0680	0.0750	0.0750	0.0660	0.0660	0.0830	0.0520
36 MONTH RATE	0.1250	0.0700	0.0770	0.0770	0.0679	0.0679	0.0850	0.0540
48 MONTH RATE	0.1313	0.0720	0.0790	0.0790	0.0712	0.0712	0.0870	0.0560
60 MONTH RATE	0.1378	0.0740	0.0810	0.0810	0.0748	0.0748	0.0890	0.0580
OVERAGES COLOR	0.1100	0.0660	0.0720	0.0720	0.0640	0.0640	0.0810	0.0500
BLACK/WHITE CPC	0.0200	0.0130	0.0110	0.0090	0.0110	0.0100	0.0120	0.0120
MONTHLY VOLUME COLOR	1,000-2,500	10,000 +	2,500 +	5,000 +	2,500 +	5,000 +	5,000 +	10,000 +
RIP Fees	$45/month	$50/month	$30/month	$30/month	$30/month	$30/month	$30/month	$50/month
No charge for Embedded RIPs								

Price included Service Parts/Labor, Toners and Staples . Excluded Connectivity Support.

*** Required Minimum COLOR Volume. ** Select ether Black/White or Color as minimum.**

SERVICE TOTAL FOR 9 MP 4001SP'S & 5 MP 5001SP's	$796.50
TOTAL MONTHLY SERVICE FEE	**$796.50**

B/W Overages charged quarterly @ ~~$0.00849~~ $0.007

Managed Printer Fleet Pricing

All LaserJet Printers BuyBoard Pricing

B/W Printer .03/impression*

Color .25/impression*

* Only Laser Jets

*All Printers need to have Director of Service approval

IMAGE PLUS Management

STATE AND LOCAL GOVERNMENT *Product Schedule*

IKON Document Efficiency At Work.® A RICOH COMPANY

Product Schedule Number: _____

State and Local Government Master Agreement Number: _____

This Image Management Plus Product Schedule ("Schedule") is made part of the State and Local Government Master Agreement ("Master Agreement") identified on this Schedule between IKON Office Solutions, Inc. ("we" or "us") and Hidalgo, County of _____, as Customer ("Customer" or "you"). All terms and conditions of the Master Agreement are incorporated into this Schedule and made a part hereof. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Master Agreement.

CUSTOMER INFORMATION

HIDALGO COUNTY - HEALTH DEPARTMENT	JOSIE ESCALANTE
Customer (Bill To) 1304 S 25TH AVE.	Billing Contact Name 1304 S 25TH AVE
Product Location Address EDINBURG HIDALGO TX 78539 City County State Zip	Billing Address *(if different from location address)* EDINBURG HIDALGO TX 78539 City County State Zip

Billing Contact Telephone Number	Billing Contact Facsimile Number	Billing Contact E-Mail Address
(956) 383-6221	(956) 383-3229	JOSIE.ESCALANTE@HCHD.ORG

PRODUCT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
9	RICOH MP 4001
5	RICOH MP 5001

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term *(months)*	Minimum Payment *(Without Tax)*
36	$ 4,271.50

Minimum Payment Billing Frequency
- [x] Monthly
- [ ] Quarterly
- [ ] Other: _____

Advance Payment
- [ ] 1st Payment
- [ ] 1st & Last Payment
- [ ] Other: _____

Guaranteed Minimum Images*°	
Black/White	**Color**
105,000	N/A

Cost of Additional Images°	
Black/White	**Color**
0.007	N/A

Meter Reading/Billing Frequency
- [ ] Monthly
- [x] Quarterly
- [ ] Other: _____

* Based upon Minimum Payment Billing Frequency

° Based upon standard 8 ½" x 11" paper size. Paper sizes greater than 8 ½" x 11" may count as more than one image.

Sales Tax Exempt: [x] YES (Attach Exemption Certificate) Customer Billing Reference Number (P.O. #, etc.) _____

Addendum(s) attached: [ ] YES (check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

1. The first Payment will be due on the Effective Date.

2. You, the undersigned Customer, have applied to us to use the above-described items ("Product") for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**. If we accept this Schedule, you agree to use the above Product on all the terms hereof, including the Terms and Conditions on the

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Master Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE MASTER AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE MASTER AGREEMENT.**

3. Image Charges/Meters: In return for the Minimum Payment, you are entitled to use the number of Guaranteed Minimum Images as specified in the Payment Schedule of this Agreement. The Meter Reading/Billing Frequency is the period of time (monthly, quarterly, etc.) for which the number of images used will be reconciled. If you use more than the Guaranteed Minimum Images during the selected Meter Reading/Billing Frequency period, you will pay additional charges at the applicable Cost of Additional Images as specified in the Payment Schedule of this Schedule for images, black and white and/or color, which exceed the Guaranteed Minimum Images ("Additional Images"). The charge for Additional Images is calculated by multiplying the number of Additional Images times the applicable Cost of Additional Images. The Meter Reading/Billing Frequency may be different than the Minimum Payment Billing Frequency as specified in the Payment Schedule of this Schedule. You will provide us or our designee with the actual meter reading(s) by submitting meter reads electronically via an automated meter read program, or in any other reasonable manner requested by us or our designee from time to time. If such meter reading is not received within seven (7) days of either the end of the Meter Reading/Billing Frequency period or at our request, we may estimate the number of images used. Adjustments for estimated charges for Additional Images will be made upon receipt of actual meter reading(s). Notwithstanding any adjustment, you will never pay less than the Minimum Payment.

4. Additional Provisions (if any) are: _____

THE PERSON SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER	**Accepted by: IKON OFFICE SOLUTIONS, INC.**
By: X _____ Authorized Signer Signature	By: _____ Authorized Signer Signature
Printed Name: _____	Printed Name: _____
Title: _____ Date: _____	Title: _____ Date: _____

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IKON Document Efficiency At Work.®
A RICOH COMPANY

IKON OFFICE SOLUTIONS, INC.
IMAGE MANAGEMENT PLUS COMMITMENTS

The below service commitments (collectively, the "Service Commitments") are brought to you by IKON Office Solutions, Inc., an Ohio corporation having its principal place of business at 70 Valley Stream Parkway, Malvern, PA 19355 ("IKON"), one of the largest distributors of office solutions in the world. The words "you" and "your" refer to you, our customer. You agree that IKON alone is the party to provide all of the services set forth below and is fully responsible to you, the customer, for all of the Service Commitments. The Service Commitments are only applicable to the equipment ("Equipment") described in the Image Management Plus Product Schedule to which these Service Commitments are attached, excluding facsimile machines, single-function and wide-format printers and production units. The Service Commitments are effective on the date the Equipment is accepted by you and apply during IKON's normal business hours, excluding weekends and IKON recognized holidays. They remain in effect for the Minimum Term so long as no ongoing default exists on your part.

TERM PRICE PROTECTION

The Image Management Minimum Payment and the Cost of Additional Images, as described on the Image Management Plus Product Schedule, will not increase in price during the Minimum Term of the Image Management Plus Product Schedule, unless agreed to in writing and signed by both parties.

EQUIPMENT SERVICE AND SUPPLIES

IKON will provide full coverage maintenance services, including replacement parts, drums, labor and all service calls, during Normal Business Hours. "Normal Business Hours" are between 8:00am and 5:00pm, Monday to Friday excluding public holidays. IKON will also provide the supplies required to produce images on the Equipment covered under the Image Management Plus Product Schedule (other than non-metered equipment and soft-metered Equipment). The supplies will be provided according to manufacturer's specifications. Optional supply items such as paper and transparencies are not included. Includes staples x____

RESPONSE TIME COMMITMENT

IKON will provide a quarterly average response time of 2 to 6 business hours for all service calls located within a 30-mile radius of any IKON office, and 4 to 8 business hours for service calls located within a 31-60 mile radius for the term of the Image Management Plus Product Schedule. Response time is measured in aggregate for all Equipment covered by the Image Management Plus Product Schedule.

UPTIME PERFORMANCE COMMITMENT

IKON will service the Equipment to be Operational with a quarterly uptime average of 96% during Normal Business Hours, excluding preventative and interim maintenance time. Downtime will begin at the time you place a service call to IKON and will end when the Equipment is again Operational. You agree to make the Equipment available to IKON for scheduled preventative and interim maintenance. You further agree to give IKON advance notice of any critical and specific uptime needs you may have so that IKON can schedule with you interim and preventative maintenance in advance of such needs. As used in these Service Commitments "Operational" means substantial compliance with the manufacturer's specifications and/or performance standards and excludes customary end-user corrective actions.

IMAGE VOLUME FLEXIBILITY AND EQUIPMENT ADDITIONS

At any time after the expiration of the initial ninety day period of the original term of the Image Management Plus Product Schedule to which these Service Commitments relate, IKON will, upon your request, review your image volume. If the image volume has moved upward or downward in an amount sufficient for you to consider an alternative plan, IKON will, on a quarterly basis, present pricing options to conform to a new image volume. If you agree that additional equipment is required to satisfy your increased image volume requirements, IKON will include the equipment in the pricing options. The addition of equipment and/or increases/decreases to the Guaranteed Minimum Images requires an amendment ("Amendment") to the Image Management Plus Product Schedule that must be agreed to and signed by both you and IKON. The Amendment may not be less than the remaining term of the existing Image Management Plus Product Schedule but may be extended for a term up to 60 months. Adjustments to the Guaranteed Minimum Images commitment and/or the addition of equipment may result in a higher or lower minimum payment. Images decreases are limited to 25% of the Guaranteed Minimum Images in effect at the time of Amendment.

EQUIPMENT AND PROFESSIONAL SERVICES UPGRADE OPTION

At any time after the expiration of one-half of the original term of the Image Management Plus Product Schedule to which these Service Commitments relate, you may reconfigure the Equipment by adding, exchanging, or upgrading to an item of Equipment with additional features or enhanced technology. A new Image Management Plus Product Schedule or Amendment for not less than the remaining term of the existing Image Management Plus Product Schedule or Amendment, must be agreed to and signed by you and IKON. The Image Management Cost of Additional Images and the Minimum Payment of the new Image Management Plus Product Schedule or Amendment will be based on any obligations remaining on the Equipment, the added equipment and new image volume commitment. Your IKON Account Executive will be pleased to work with you on a Technology Refresh prior to the end of your Image Management Plus Product Schedule or Amendment.

PERFORMANCE COMMITMENT

IKON is committed to performing these Service Commitments and agrees to perform its services in a manner consistent with the applicable manufacturer's specifications. If IKON fails to meet any Service Commitments and in the unlikely event that IKON is not able to repair the Equipment in your office, IKON, at IKON's election, will provide to you either the delivery of a temporary loaner, for use while the Equipment is being repaired at IKON's service center, or IKON will replace such Equipment with comparable Equipment of equal or greater capability at no additional charge. These are the exclusive remedies available to you under the Image Management Plus Commitments Customer's exclusive remedy shall be for IKON to re-perform any Services not in compliance with this warranty and brought to IKON's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed. If you are dissatisfied with IKON's performance, you must send a registered letter outlining your concerns to the address specified below in the "Quality Assurance" section. Please allow 30 days for resolution.

ACCOUNT MANAGEMENT

Your IKON sales professional will, upon your request, be pleased to review your equipment performance metrics on a quarterly basis and mutually convenient date and time. IKON will follow up within 8 business hours of a call or e-mail to one of our account management team members requesting a metrics review. IKON will, upon your request, be pleased to annually review your business environment and discuss ways in which we may improve efficiencies and reduce costs relating to your document management processes.

QUALITY ASSURANCE

Please send all correspondence relating to the Service Commitments via registered letter to the Quality Assurance Department located at: 3920 Arkwright Road, Macon, GA 31210, Attn: Quality Assurance. The Quality Assurance Department will coordinate resolution of any performance issues concerning the above Service Commitments with your local IKON office. If either of the Response Time or Uptime Performance Commitments is not met, a one-time credit equal to 3% of your Minimum Payment invoice total on the non-performing unit will be made available upon your request. Credit requests must be made in writing via registered letter to the address above. IKON is committed to responding to any questions regarding invoiced amounts for the use of the Equipment relating to the Product Schedule within in a two (2) day timeframe. *To ensure the most timely response please call 1-888-ASK-IKON*

MISCELLANEOUS

These Service Commitments do not cover repairs resulting from misuse (including without limitation improper voltage or environment or the use of supplies that do not conform to the manufacturer's specifications), subjective matters (such as color reproduction accuracy) or any other factor beyond the reasonable control of IKON. IKON and you each acknowledge that these Service Commitments represent the entire understanding of the parties with respect to the subject matter hereof and that your sole remedy for any Service Commitments not performed in accordance with the foregoing is as set forth under the section hereof entitled "Performance Commitment". The Service Commitments made herein are service and/or maintenance warranties and are not product warranties. Except as expressly set forth herein, IKON makes no warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. Neither party hereto shall be liable to the other for any consequential, indirect, punitive or special damages. These Service Commitments shall be governed according to the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles. These Service Commitments are not assignable by the Customer. Unless otherwise stated in your Implementation Schedule, your Equipment will ONLY be serviced by an "IKON Certified Technician". You acknowledge and agree that, in connection with its performance of its obligations under these Service Commitments, IKON may place automated meter reading units on imaging devices, including but not limited to the Equipment, at your location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis. IKON agrees that such units will be used by IKON solely for such purpose. Once transmitted, all meter read data shall become the sole property of IKON and will be utilized for billing purposes.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute these Image Management Plus Commitments as of _____ ____, 20__.

CUSTOMER	**IKON OFFICE SOLUTIONS, INC.**
By: _____	By: _____
Name:	Name:
Title:	Title:
Date:	Date:

SFP466120

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Work Order - US

IKON Office Solutions, INC.

Professional Services

IKON Document Efficiency At Work.
A RICOH COMPANY

Base Eq Model #	Base Eq Serial #	Email Address of PS Rep	Date of Services:

Customer must already be an IKON customer to use this form without being part of the SFP

Bill ToCust No.: _____ Pymt Method: _____ Ship To Customer No.: _____ PO No: _____ PO Date: _____

Bill To Customer: HIDALGO COUNTY - HEALTH DEPARTMENT Ship To Customer: HIDALGO COUNTY - HEALTH DEPARTMENT

Address: 1304 S 25TH AVE Address: 1304 S 25TH AVE

City: EDINBURG State: TX Zip: _____ City: EDINBURG State: TX Zip: _____

Customer Contact: JOSIE ESCALANTE Title: SECRETARY Phone: (956) 383-6221

IKON Sales Rep: GARCIA,AISSA,VALERIA Phone: 956-687-9156 ext. 214

MPS/FSM/SAM/SAC: _____ SC: _____ SC-C: _____ SA/SSA: _____

Description of Professional Services

Professional Services Task1	Professional Services Task2	Professional Services Task3
Connect Svc Tech - Segment 3 (Up to 45 ppm)	Connect Svc Tech - Segment 4 (Up to 69 ppm)	Installation-Ricoh Basic Scan (Scan to folder/email)

Task	eIKON Code	OMD Code	Qty	Unit Price	Ext. Price	Notes:	
1	PS-CONN3	WPWY30	9	310	2,790		
2	PS-CONN4	WPWY40	5	310	1,550		
3	PS-INSRICBASSCAN	WPSR40	14	442	6,188	Total Price:	Price Included

This Work Order shall be effective as of the date of execution by both IKON and Customer. By signing below, the undersigned represent that they are duly authorized to enter into this Work Order on behalf of their respective entities.

CUSTOMER	IKON OFFICE SOLUTIONS, INC.
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

TERMS AND CONDITIONS

The performance by IKON of the Services described in this Work Order is subject to and shall be governed solely by the following terms and conditions:

Customer engages IKON to perform the services described in this Work Order (the "Services"). Changes to the scope of the Services shall be made only in a written change order signed by both parties. IKON shall have no obligation to commence work in connection with any change until the fee and/or schedule impact of the change and all other applicable terms are agreed upon by both parties in writing. IKON shall provide the Services at the Customer location set forth herein or on a remote basis. In consideration of its Services hereunder, Customer shall pay IKON the Service fees in the amounts and at the rates set forth above. Customer shall pay all amounts payable to IKON hereunder within thirty (30) days of the date of the invoice submitted by IKON. If IKON undertakes collection or enforcement efforts, Customer shall be liable for all costs thereof, including, without limitation, reasonable attorneys' fees and late charges. IKON may suspend or terminate Services for non-payment. Customer shall be responsible for payment of any applicable taxes arising in connection with the transactions contemplated hereby (other than with respect to the income of IKON). Customer shall provide IKON with such access to its facilities, networks and systems as may be reasonably necessary for IKON to perform its Services. Customer acknowledges that IKON's performance of the Services is dependent upon Customer's timely and effective performance of its responsibilities hereunder. Unless connectivity services are specifically identified in the Task and Description section of this Work Order as part of the Services to be performed by IKON, IKON shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

IKON shall perform its Services in a professional manner. IKON is not the manufacturer of any of the software, tools and/or products utilized in connection with this Work Order. IKON shall, however, make available to Customer any warranties made to IKON by the manufacturers of the software, tools and/or products utilized by IKON in connection with its Services hereunder, to the extent transferable and without recourse. EXCEPT AS EXPRESSLY SET FORTH HEREIN, IKON MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THIS WORK ORDER AND THE TRANSACTIONS CONTEMPLATED HEREBY. IN NO EVENT SHALL IKON BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS WORK ORDER OR THE PERFORMANCE OR BREACH HEREOF, EVEN IF IKON HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IKON'S LIABILITY TO CUSTOMER HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO IKON HEREUNDER BY CUSTOMER. IN NO EVENT SHALL IKON BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS WORK ORDER. IKON ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

Except for purposes of this Work Order, IKON shall not use or disclose any proprietary or confidential Customer data derived from its Services hereunder; provided, however, that IKON may use general statistics relating to the Service engagement so long as it does not disclose the identity of Customer or make any reference to any information from which the identity of Customer may be reasonably ascertained. Customer agrees that during the term of the Services and for a period of one (1) year after termination thereof, it shall not directly or indirectly solicit, hire or otherwise retain as an employee or independent contractor any employee of IKON that is or was involved with or part of the Services. This Work Order represents the entire agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party. This Work Order may be amended only in writing executed by the authorized representatives of both parties. Any purchase order, service order or other Customer ordering document will not modify or affect this Work Order, nor have any other legal effect, and shall serve only the purpose of identifying the service ordered. This Work Order may not be transferred or assigned by Customer without the prior written consent of IKON. This Work Order shall be interpreted in accordance with the substantive laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law. The relationship of the parties is that of independent contractors. IKON shall not be responsible for and shall be excused from performance or have reasonable additional periods of time to perform its obligations where it is delayed or prevented from performing any of its obligations for reasons beyond IKON's reasonable control, including, without limitation, acts of God, natural disasters, labor disputes, strikes or unavailability of services, personnel or materials. This Work Order is separately enforceable as a complete and independent binding agreement, independent of all other Work Orders, if any. By signing, the Customer acknowledges and accepts the terms and conditions of this Work Order, and confirms that the undersigned has the necessary power and authority to enter into this Work Order on behalf of Customer.

IKON Document Efficiency At Work® A RICOH COMPANY

Equipment Removal Authorization

Equipment Leased by Customer from IKON, IOS Capital, or IKON Financial Services

CUSTOMER INFORMATION

Customer Name	HIDALGO COUNTY - HEALTH DEPARTMENT	Date Prepared	25-JANUARY-2011
Contact Name	JOSIE ESCALANTE	Phone	(956) 383-6221
Email	JOSIE.ESCALANTE@HCHD.ORG	Fax	(956) 383-3229

☑ Check if Additional Product Description page(s) attached

TERMS AND CONDITIONS

This Authorization will confirm that you desire to engage IKON Office Solutions, Inc. ("IKON") to pick-up and remove certain items of equipment that are currently leased by you from IKON, IOS Capital or IKON Financial Services, and that you intend to issue written or electronic removal requests (whether such equipment is identified in this Authorization, in a purchase order, in a letter or other written form) to us from time to time for such purpose. Such removal request will set forth the location, make, model and serial number of the equipment to be removed by IKON. By signing below, you confirm that, with respect to every removal request issued by you (1) IKON may rely on the request, and (2) the request shall be governed by this Authorization. Except for the obligations of IKON to pick-up and remove the identified equipment, IKON does not assume any obligation, payment or otherwise, under your lease agreement, which shall remain your sole responsibility. As a material condition to the performance by IKON, you hereby release IKON from, and shall indemnify, defend and hold IKON harmless from and against, any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of your representations or obligations in this Authorization or of any obligation owing by you under your lease agreement.

EQUIPMENT INFORMATION

Make /Model /Serial Number	CANON/IR2016I/SRH00088	Contact	JOSIE ESCALANTE		
Pick-Up Address	1304 S 25TH AVE	Phone	(956) 383-6221		
City	EDINBURG	State	TX	Zip Code	78542
Make /Model /Serial Number	CANON/IR4570/SKU22781	Contact	JOSIE ESCALANTE		
Pick-Up Address	1304 S 25TH AVE	Phone	(956) 383-6221		
City	EDINBURG	State	TX	Zip Code	78542
Make /Model /Serial Number	CANON/IR2016I/SRH00086	Contact	JOSIE ESCALANTE		
Pick-Up Address	1304 S 25TH AVE	Phone	(956) 383-6221		
City	EDINBURG	State	TX	Zip Code	78542
Make /Model /Serial Number	CANON/IR3570/SKV57119	Contact	JOSIE ESCALANTE		
Pick-Up Address	1304 S 25TH AVE	Phone	(956) 383-6221		
City	EDINBURG	State	TX	Zip Code	78542

CUSTOMER	
Authorized Signature	
Signature Printed Name	
Title	
Date	

IKON OFFICE SOLUTIONS, INC.	
Authorized Signature	
Signature Printed Name	
Title	
Date	

Revised 01/09

SFP466120

IKON Document Efficiency At Work.
A RICOH COMPANY

Equipment Removal Authorization
Additional Product Description

For Equipment Leased through IKON / IOSC / IFS

CUSTOMER INFORMATION

Customer Name	- HIDALGO COUNTY - HEALTH DEPARTMENT	Phone	(956) 383-6221
Contact Name	JOSIE ESCALANTE	Fax	
Pick-Up Address	1304 S 25TH AVE	Email	
City	EDINBURG	State TX	Zip Code 78542

EQUIPMENT INFORMATION

Make / Model / Serial Number	Make / Model / Serial Number
CANON/IR3570/SKV57143	

CUSTOMER INFORMATION

Customer Name	HIDALGO COUNTY - HEALTH DEPARTMENT	Phone	(956) 383-6221
Contact Name	JOSIE ESCALANTE	Fax	
Pick-Up Address	1901 N BRIDGE AVE	Email	
City	WESLACO	State TX	Zip Code 78596

EQUIPMENT INFORMATION

Make / Model / Serial Number	Make / Model / Serial Number
CANON/IR3570/SKV58232	

CUSTOMER INFORMATION

Customer Name	HIDALGO COUNTY - HEALTH DEPARTMENT	Phone	(956) 383-6221
Contact Name	JOSIE ESCALANTE	Fax	
Pick-Up Address	1902 JOE STEPHENS AVE	Email	
City	WESLACO	State TX	Zip Code 78596

EQUIPMENT INFORMATION

Make / Model / Serial Number	Make / Model / Serial Number
CANON/IR2270/SLH26838	

Customer's Initials

IKON Document Efficiency At Work.
A RICOH COMPANY

Equipment Removal Authorization
Additional Product Description

For Equipment Leased through IKON / IOSC / IFS

CUSTOMER INFORMATION

Customer Name	HIDALGO COUNTY - HEALTH DEPARTMENT	Phone	(956) 383-6221
Contact Name	JOSIE ESCALANTE	Fax	
Pick-Up Address	300 W. HALL ACRES RD.	Email	
City	PHARR	State TX	Zip Code 78577

EQUIPMENT INFORMATION

Make / Model / Serial Number	Make / Model / Serial Number
CANON/IR3570/SKV57180	

CUSTOMER INFORMATION

Customer Name	HIDALGO COUNTY - HEALTH DEPARTMENT	Phone	(956) 383-6221
Contact Name	JOSIE ESCALANTE	Fax	
Pick-Up Address	211 S SCHUERBACH RD	Email	
City	MISSION	State TX	Zip Code 78572

EQUIPMENT INFORMATION

Make / Model / Serial Number	Make / Model / Serial Number
CANON/IR3570/SKV57154	

CUSTOMER INFORMATION

Customer Name	HIDALGO COUNTY - HEALTH DEPARTMENT	Phone	(956) 383-6221
Contact Name	JOSIE ESCALANTE	Fax	
Pick-Up Address	300 E HACKBERRY AVE	Email	
City	MCALLEN	State TX	Zip Code 78501

EQUIPMENT INFORMATION

Make / Model / Serial Number	Make / Model / Serial Number
CANON/IR3570/SKV58241	

Customer's Initials

IKON Document Efficiency At Work.
A RICOH COMPANY

Equipment Removal Authorization
Additional Product Description

For Equipment Leased through IKON / IOSC / IFS

CUSTOMER INFORMATION			
Customer Name	HIDALGO COUNTY - HEALTH DEPARTMENT	Phone	(956) 383-6221
Contact Name	JOSIE ESCALANTE	Fax	
Pick-Up Address	3105 E RICHARDSON RD	Email	
City	EDINBURG	State TX	Zip Code 78542

EQUIPMENT INFORMATION	
Make / Model / Serial Number	Make / Model / Serial Number
CANON/IR3570/SKV57651	

CUSTOMER INFORMATION			
Customer Name	HIDALGO COUNTY - HEALTH DEPARTMENT	Phone	(956) 383-6221
Contact Name	JOSIE ESCALANTE	Fax	
Pick-Up Address	702 E TEXANO DR	Email	
City	HIDALGO	State TX	Zip Code 78557

EQUIPMENT INFORMATION	
Make / Model / Serial Number	Make / Model / Serial Number
CANON/IR2270/SLH26694	

CUSTOMER INFORMATION			
Customer Name	HIDALGO COUNTY - HEALTH DEPARTMENT	Phone	(956) 383-6221
Contact Name	JOSIE ESCALANTE	Fax	
Pick-Up Address	708 E. EDINBURG AVE.	Email	
City	ELSA	State TX	Zip Code 78543

EQUIPMENT INFORMATION	
Make / Model / Serial Number	Make / Model / Serial Number
CANON/IR-2016I/SRH00091	

Revised 01/09

Customer's Initials

SFP466120

IKON Document Efficiency At Work.
A RICOH COMPANY

Equipment Removal Authorization
Additional Product Description

For Equipment Leased through IKON / IOSC / IFS

CUSTOMER INFORMATION

Customer Name	HIDALGO COUNTY - HEALTH DEPARTMENT	Phone	(956) 383-6221
Contact Name	JOSIE ESCALANTE	Fax	
Pick-Up Address	722 N BREYFOGLE	Email	
City	MISSION	State	TX
		Zip Code	78574

EQUIPMENT INFORMATION

Make / Model / Serial Number	Make / Model / Serial Number
CANON/IR2016I/SRH00085	

CUSTOMER INFORMATION

Customer Name		Phone	
Contact Name		Fax	
Pick-Up Address		Email	
City		State	
		Zip Code	

EQUIPMENT INFORMATION

Make / Model / Serial Number	Make / Model / Serial Number

CUSTOMER INFORMATION

Customer Name		Phone	
Contact Name		Fax	
Pick-Up Address		Email	
City		State	
		Zip Code	

EQUIPMENT INFORMATION

Make / Model / Serial Number	Make / Model / Serial Number

Customer's Initials

[TEXAS]

IKON Office Solutions, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

ADDENDUM ("Addendum"), dated as of the 25 day of JANUARY, 2011, to that certain Master Agreement no. 1008606 ("Agreement"), dated as of the 25 day of JANUARY, 2011, between IKON Office Solutions, Inc. ("we" or "us") and Hidalgo, County of, as customer ("Customer" or "you").

The parties, intending to be legally bound, agree that the Agreement shall be modified as follows:

1. **Section 19-Non-Appropriation of Funds**: The caption/heading of Section 19 of the Agreement shall be and hereby is amended to read as follows: "19. Non-Appropriation."; and subsection (a) of Section 19 of the Agreement shall be deleted in its entirety and substituted with the following subsection (a) in lieu thereof:

> "(a) You intend to remit all Payments and other charges due to us under any Schedule to this Master Agreement for the entire term of such Schedule if funds are legally available. In the event you are not granted an appropriation of funds at any time during the term for the Product subject to any Schedule to this Master Agreement and the non-appropriation did not result from an act or omission, then a "Non-Appropriation" shall be deemed to have occurred."

Clause (i) of subsection (b) of Section 19 is hereby deleted in its entirety and substituted with the following clause (i) in lieu thereof:

> "(i) at least thirty (30) days prior to the end of your then current fiscal year, or, if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, your chief executive officer (or legal counsel) shall certify in writing that (x) funds have not been appropriated for the fiscal period and (y) such non-appropriation did not result from any act or failure by you,"

2. Section 20 of the Agreement is hereby deleted in its entirety.

3. All capitalized terms used but not defined in this Addendum will have the meanings given to them in the Agreement. Except to the extent modified by this Addendum, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Addendum, as of the date first written above.

CUSTOMER

X _____
Authorized Signature Date

_____
Print Authorized Signer Name Title

IKON Office Solutions, Inc.

_____
Authorized Signature Date

_____
Print Authorized Signer Name Title

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Matilde Faz

From: Saved by Windows Internet Explorer 7
Sent: Wednesday, January 26, 2011 4:01 PM
Subject: Print Agenda Item
Attachments: ATT00068.css; ATT00071.css; ATT00077.dat

[Print]

AI-25027 4.0.0.

2011 - Health & Human Services Dept. (1100)

CC CONSENT

Date:	02/01/2011
Submitted By:	Mike Escaname, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Mike Escaname
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Health & Human Services Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-441-00-340-003-0-xxx

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

BUDGETARY IMPACT:

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Mike Escaname	01/26/2011 03:16 PM	CREATED
1	Budget & Management			NEW
2	Auditor's Office			

Form Started By: Mike Escaname Started On: 01/26/2011 03:16 PM

Date: January 26, 2011
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health Department
Account Number: 1-1100-441-00-340-003-0 CLINICS
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
1-1100-441-00-340-003-0-442	HEALTH CLINICS-EQUIP & VEH	1-1100-441-00-340-003-0-748	HEALTH CLINICS-OTHER EQU	$ 30,000.00
1-1100-441-00-340-003-0-331	HEALTH CLINICS-PHYSICIAN S	1-1100-441-00-340-003-0-748	HEALTH CLINICS-OTHER EQU	$ 8,500.00
1-1100-441-00-340-003-0-331	HEALTH CLINICS-PHYSICIAN S	1-1100-441-00-340-003-0-432	HEALTH CLINICS-EQUIP & VEH	$ 5,000.00
			Amount	$ 43,500.00

Revenue Account
Amount Requested: $ 43,500.00

Reason: Funds needed in proper object code to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

Requisition

Req # 00188337

PO #

Date: 01/18/11

Consent #25020 2/1/11

Bill To: x
x

Vendor : 42129
XEROX CORPORATION
P.O. BOX 650361
PNC BANK
1200 E CAMPBELL, STE 108
RICHARDSON TX 75081

Ship To: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

Contact: **MUNOZ JR**
956-383-3112

Contract No: **SMARTBUY PO**

Special Instructions:
PCT. REQ. #0119

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		PRECINCT 4 ADMINISTRATION OFFICE TPSS TERM CONTRACT 985-L2 SMARTBUY REQUISITION # SMARTBUY PURCHASE ORDER # UPON DELIVERY OF THE NEW MACHINE PLEASE PICKUP THE TRADE-IN XEROX WC7242P SERIAL #GBP234593 DO NOT DUPLICATE ORDER		
12.00	MONTH	CO AGREEMENT INFORMATION: NEW 48 MONTH LEASE @ $661.43 MONTHLY OF W7556P (WORKCENTER WC7556P PRINTER) WITH THE FOLLOWING FEATURES: 1) HI CAP TANDEM TRAY 2) 3-HOLE PUNCH TRAY 3) PROFIN MOBILITY PIT 4) SCAN TO PC DTOP SE25 5) PROFESSIONAL FINISHER 6) 1 LINE FAX 7) CUSTOMER ED 8) ANALYST SERVICE PRINT CHARGES: 1) METER 1 - VOLUME BAND 1- 4,000 INCLUDED, 4,001 + PER PRINT RATE $0.0083 2) METER 2 - VOLUME BAND 1 - 1,000 INCLUDED, 1,001 + PER PRINT RATE $0.0891 MAINTENANCE PLAN FEATURE: 1) CONSUMABLE SUPPLIES INCLUDED FOR ALL PRINTS 2) PRICING FIXED FOR TERM PRINTER TO BE LOCATED AT PRECINCT #4 ADMINISTRATION OFFICES @: 1051 NORTH DOOLITTLE RD EDINBURG TEXAS, 78542 ****NOTE****THE PRECINCT WILL TRADING IN XEROX WC7242P S/N GBP234593 TRADE IN AS OF PAYMENT 29	661.43	7,937.16
		Account No	Encumbrance	
		1-1200-431-00-124-005-0-780	7,937.16	

Authorized By: _____

Req # 188337

Lease Pricing PROPOSAL

xerox

Presented to HIDALGO COUNTY PCT 4

By Damaris Morales

On 1/19/2011

CASH PRICE OPTION $ 31,748.64

Negotiated Contract : 072453400

Contractor's Quote

Coop Contract #985-12 Catalog Items

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. W7556P (WC7556P PRINTER)	- Hi Cap Tandem Tray - 3-hole Punch(fin-lx) - Profin Mobility Plt - Scan To Pc Dtop Se25 - Professional Finishr - 1 Line Fax - Customer Ed - Analyst Services	Lease Term: 48 months Purchase Option: FMV	- Xerox WC7242P S/N GBP234593 Trade-In as of Payment 29	2/2/2011

Monthly Pricing

Item	Lease Minimum Payment	Print Charges Meter	Volume Band	Per Print Rate	Maintenance Plan Features
1. W7556P	$661.43	Meter 1	1 - 4,000	Included	- Consumable Supplies Included for all prints - Pricing Fixed for Term
			4,001+	$0.0083	
		Meter 2	1 - 1,000	Included	
			1,001+	$0.0891	
Total	$661.43	Minimum Payments (Excluding Applicable Taxes)			

All information in this proposal is considered confidential and is for the sole use of HIDALGO COUNTY PCT 4. If you would like to acquire the solution described in this proposal, we would be happy to offer a Xerox order agreement. Pricing is subject to credit approval and is valid until 2/18/2011.

For any questions, please contact me at (956)682-1820

XEROX TOTAL SATISFACTION GUARANTEE

Confidential - Copyright© 2008 XEROX CORPORATION. All rights reserved.

Req # 188337

Capital Lease Versus Operating Lease Test
2011

Indicates calculated field
Mandatory Field
Complete if indicated in lease documentation

							1	2	3a	3b	4a	4b	
CC Date	Lease / Property Schedule No.	Requisition Number	Asset Module Asset ID No.	Lease Term Commence Date	Description	Monthly Pymt Amount	Title Xfer at End of Lease? (Y/N)	Bargain Purchase Option? (Y/N)	Lease Term in Months	Est. Economic Useful Life in Months	Total Principal Pmts Over Lease Term	FMV of Leased Equip. at Lease Inception	Capital or Operating Lease? (Calculated Field)
1/18/2011	Pct. 2 NA Ha	187675	985-L2	1/18/2011	WC7435P	$366.69	N	N	36	60	$13,200.84	$13,200.84	Capital Lease
1/18/2011	Pct. 2 Old O	187677	985-L2	1/18/2011	WC7435P	$419.44	N	N	36	60	$15,099.84	$15,099.84	Capital Lease
2/1/2011	Pct. 4 Adm.	188337	985-L2	1/18/2011	W7556P	$661.43	N	N	48	60	$31,748.64	$31,748.64	Capital Lease
											$0.00		
1/25/2011	Health Dept			1/25/2011	MP4001SP	$235.00	N	N	36	60	$8,460.00	$6,831.00	Capital Lease
1/25/2011	Health Dept			1/25/2011	MP5001SP	$272.00	N	N	36	60	$9,792.00	$7,908.00	Capital Lease
											$0.00		
											$0.00		
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											$0.00		
											$0.00		
											$0.00		

Requisition

Req # 00188165

PO #

Date: 01/12/11

Bill To: x
x

Vendor : 42129
XEROX CORPORATION
P.O. BOX 650361
PNC BANK
1200 E CAMPBELL, STE 108
RICHARDSON TX 75081

Ship To: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

Contact: **TAX/NEIDA**
956-289-7472

Contract No: **SMARTBUY PO**

Special Instructions:
C-31

QUANTITY	UOM	Neida DESCRIPTION	UNIT PRICE	AMOUNT
		TAX OFFICE-COLLECTIONS DEPARTMENT		
		TPSS TERM CONTRACT 985-L2		
		SMARTBUY REQUISITION #		
		SMARTBUY PURCHASE ORDER #		
		PENDING CC APPROVAL 2/1/2011		
		UPON DELIVER OF THE NEW MACHINE PLEASE PICKUP TRADE-IN		
		SERIAL #UGK-474493		
		DO NOT DUPLICATE ORDER		
10.00	MONTH	CO 985-13-02001-0 (UNIT)	64.61	646.10
		985-13-02200-8 (MONTHLY LEASE)		
		NEW XEROX (CAPITAL) LEASE 36 MONTH TERM XEROX WORK CENTRE 3550X (LOW RANGE I) 35 ppm DIGITAL COPIER INCLUDES DADF, DUPLEX, 1 X 500 SHEET TRAY, 2ND PAPER TRAY & 50 SHEET MULTIPURPOSE TRAY		
.00	EACH	CO PRICE INCLUDES 10,000 MONTHLY IMPRESSIONS ALL EXCESS PRINTS @ $.0131ea	.00	.00
.00	EACH	CO AT THE TIME OF DELIVERY PLEASE PICK-UP XEROX MACHINE SERIAL NUMBER: UGK-474493 LOCATED AT THE TAX COLLECTIONS DEPT 2804 S BUS HWY 281	.00	.00
10.00	MONTH	CO 985-1302210-7	6.84	68.40
		STAND		
		36 MONTH TERM		
10.00	MONTH	CO 985-13-02208-1	6.40	64.00
		WIRELESS NETWORK ADAPTER		
		36 MONTH TERM		
12.00	MONTH	CO 985-13-02207-3	9.64	115.68
		UPGRADE TO ADD PRINT/SCAN/FAX EMAIL		
		36 MONTH TERM		
10.00	MONTH	CO 985-13-02211-5	6.02	60.20
		FOREIGN INTERFACE DEVICE		
		36 MONTH TERM		
		Account No	Encumbrance	
		1-1100-415-15-140-001-0-442 780!	954.38	
			Freight	.00
			Total	954.38
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Tax Office
Tax Office Collections

Xerox 985-L2 Lease Pricing

Xerox WorkCentre3550X (Low Range I)

35 ppm digital copier

Includes DADF, Duplex, 1 x 500 sheet tray,
2nd Paper Tray & 50-Sheet Multipurpose Tray

(Required market codes:
WC3550X, 2TRAY, CSEINSTAL)



Price includes 10,000 monthly impressions
all excess prints at $.0131 each

Equip Description/Qty	Monthly Base	Commodity Codes:
	$ 0.00	985-13-02001-0
36 month term	$ 64.61	985-13-02200-8
48 month term	$ 59.11	985-13-02300-6
60 month term	$ 55.83	985-13-02407-9

Lease Total
$93.51/mo.

Cash Price
$3,355.92
emailed 1/24/11
2:53pm

Contract includes:

- delivery & installation
- all supplies, except paper & specialty items

xerox

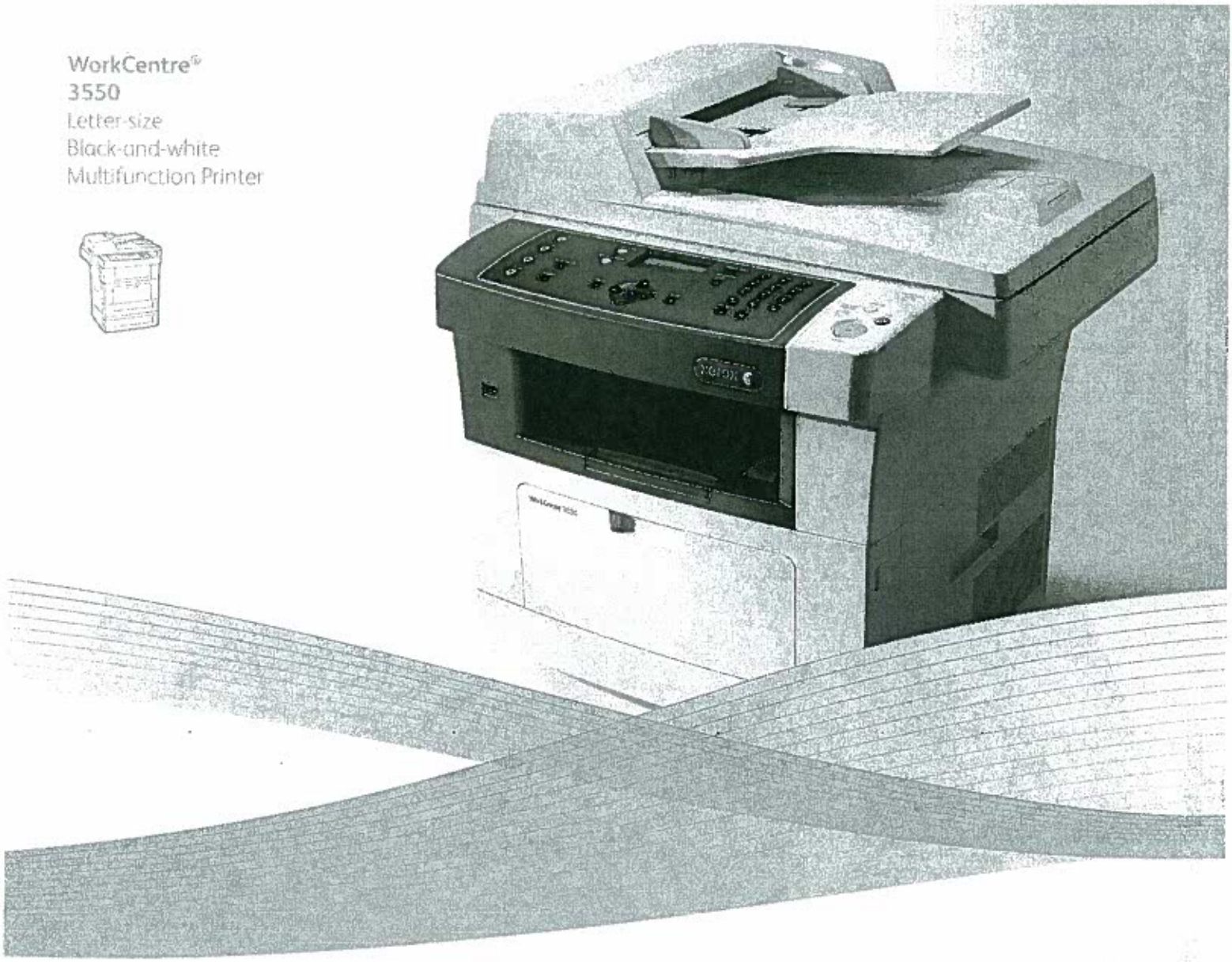
Xerox 985-L2 Lease Pricing

Accessories for Xerox WC3550X

	Price	Commodity Code:
Stand:		
36 month term	$ 6.84	985-13-02210-7
48 month term	$ 5.43	985-13-02310-5
60 month term	$ 4.58	985-13-02411-1
Foreign Interface Device:		
36 month term	$ 6.02	985-13-02211-5
48 month term	$ 4.77	985-13-02311-3
60 month term	$ 4.03	985-13-02411-1
256 MB Memory Option:		
36 month term	$17.65	985-13-02209-9
48 month term	$13.99	985-13-02309-7
60 month term	$11.82	985-13-02410-3
Wireless Network Adapter:		
36 month term	$6.40	985-13-02208-1
48 month term	$5.07	985-13-02308-9
60 month term	$4.29	985-13-02408-7
Upgrade to add print/scan/fax email:		
36 month term	$ 9.64	985-13-02207-3
48 month term	$ 7.65	985-13-02300-6
60 month term	$ 6.45	985-13-02407-9
Secure Print and Network Authentication:		
36 month term	$ 5.73	985-13-01112-6
48 month term	$ 4.54	985-13-01212-4
60 month term	$ 3.83	985-13-01312-2

xerox

WorkCentre®
3550
Letter-size
Black-and-white
Multifunction Printer



Xerox® WorkCentre® 3550 Multifunction Printer

Value-driven performance for your office

xerox®

WorkCentre® 3550 multifunction printer

Raise the productivity bar. The WorkCentre 3550 helps your business optimize productivity with high-speed copy, print and fax capabilities, plus scan features that streamline your work processes.

Step up to higher performance

The perfect balance of productivity and ease-of-use, the WorkCentre 3550 multifunction printer will help you regain time spent each day on document-related tasks.

- **Setting the pace.** Print and copy speeds up to 35 ppm will remove bottlenecks so users can focus on what's important.
- **Plenty of paper.** A steady supply of paper is always available thanks to 550-sheet paper capacity (expandable to 1,050 sheets).
- **Improve your image.** Optimize every customer encounter with impactful 1200 image-quality printing and vibrant color scanning.
- **Print from any application.** A choice of PostScript® 3™ and PCL® print drivers ensure your output comes out the way you expect.
- **User-friendly control panel.** A 4-line display lets you see more at a glance, while an efficient menu layout helps you accomplish routine tasks more quickly.
- **Multi-tasking enabler.** Now you can effectively accomplish all the tasks your single-function devices used to perform — receive faxes while you are making copies or printing — and save valuable office space.

High-impact features that won't impact your budget

Sure to be your greatest individual contributor, the WorkCentre 3550 is value-packed and capable of handling all your print, copy, scan and fax needs.

- **Duplex Automatic Document Feeder** gives you convenient, money-saving, two-sided output across all features.
- **Legal-size platen.** A large 8.5 x 14 in. platen glass supports a wider range of media sizes than many competitive devices.
- **Reduce your document-related costs.** Resource-saving features include toner-saver and power-saver modes, and paper-saving N-up printing and ID Card Copy. Plus, the WorkCentre 3550 is ENERGY STAR qualified.
- **Incorporate color scanning into your workflow.** Easily convert hardcopy documents to digital PDF files and send them to your server, email contacts or USB memory device.
- **Say hello to your modern fax machine.** Get all the great features of a top fax machine — speed dials, Secure Fax, color send and fax forward to email — plus many workflow enhancing capabilities.
- **Handy, front panel USB port.** Sharing files between computers with a USB memory device is common practice in many offices. Now you can print from and scan files to your USB memory device.

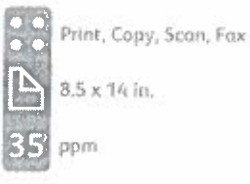
Discover the benefits of scanning

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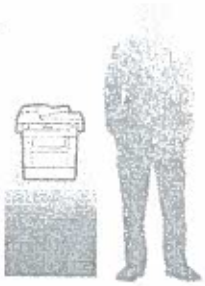
- Scan and email color documents and high-quality photos directly from the device. LDAP support automates contact lookup.
- Network scanning lets you store documents to the network for convenient workteam access.
- Optical Character Recognition software turns hard copies into editable electronic documents.
- Connect your USB memory device into the conveniently-located port for easy storage.
- Industry-standard scan file formats including PDF, TIFF, Multi Page TIFF and JPEG.
- The Network Scan Manager lets you quickly change scan settings and add or delete scan destination folders on your computer.

WorkCentre® 3550 Quick Facts

- Up to 35 ppm print and copy
- 600 x 600 dpi (Up to 1200 x 1200 enhanced image quality)
- 75,000 pages/month duty cycle
- 550-sheet capacity, expandable to 1,050 sheets



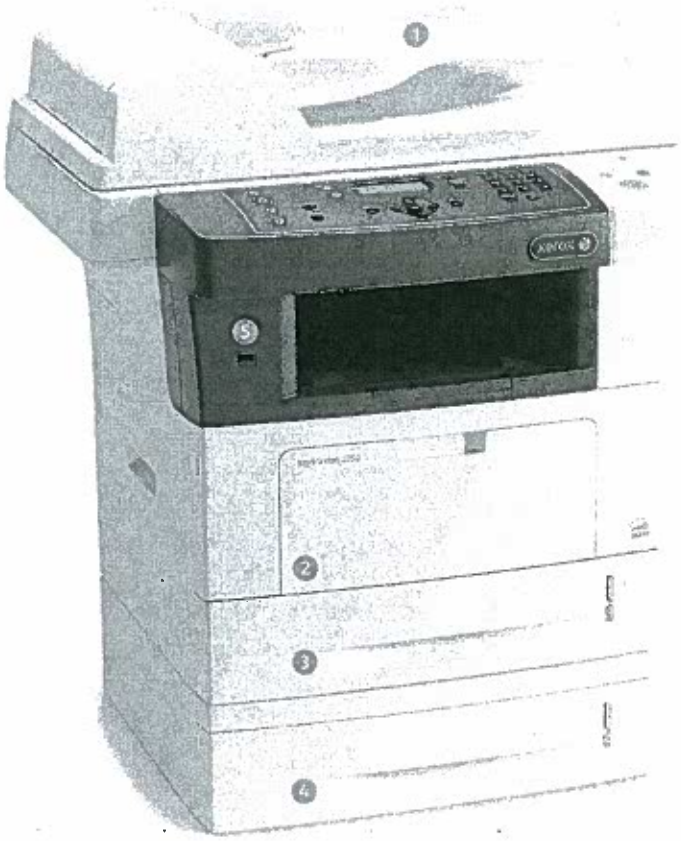
WxDxH:
22.9 x 19.2 x 21.8 in.
582 x 488 x 554 mm



Designed with your workteam in mind

With the WorkCentre 3550, office tasks that used to require multiple manual processes can be accomplished with the touch of a button.

- **Built for the masses.** Full support for your choice of operating system platforms, whether it's Windows, Linux/UNIX or Macintosh.
- **Remote management tools.** CentreWare® Internet Services provides real-time monitoring, device setup, viewing of toner and paper levels, plus efficient supplies ordering. Xerox Status Monitor alerts users when an error occurs during printing.
- **Control access to sensitive information.** Information security is a universal need for every business. Secure print and secure fax capabilities keep your documents from printing until you're ready to release them with a unique PIN.
- **Conveniently close to your workteam.** A small footprint brings more features closer to users so there's no need to go beyond the workspace to accomplish routine tasks.
- **Remove clutter and improve productivity.** Turn your hardcopy fax and copy output into digital files that can be automatically routed to a secure server for easy storage and retrieval.
- **Guaranteed to be reliable.** We deliver on our reliability commitment with a one-year on-site warranty and the exclusive Xerox Total Satisfaction Guarantee.
- **Maximize uptime** with just one integrated print cartridge to replace and a high-capacity paper tray.



1. Duplex Automatic Document Feeder provides fast scanning, copying and faxing of two-sided multi-page jobs.
2. 50-sheet multipurpose tray handles a variety of paper and custom sizes, including envelopes, labels and post cards.
3. 500-sheet tray provides plenty of paper capacity for workgroup printing, copying and faxing.
4. An additional 500-sheet tray (optional) boosts total capacity to 1,050 sheets.
5. USB memory port lets you save to or print directly from a USB memory drive – no computer needed.
6. One-touch power-save button allows fast and simple switching to power save mode or device shut-off during periods of extended downtime. Another press of the button quickly restores power.
7. Advanced faxing capabilities include Embedded Fax and PC Fax (send only), plus Fax Folders, Secure Fax Receive and fax forwarding options.
8. Find frequently used fax numbers and email addresses in the address book. You can also print an address list.



The simple front panel makes walkup functions and features accessible with the touch of a button.

WorkCentre® 3550

Black-and-White Multifunction Printer



		WorkCentre 3550
Speed		Up to 35 ppm (Letter) / 33 ppm (A4)
Duty Cycle		Up to 75,000 pages / month[1]
Paper Handling		
Paper input	Standard	**Duplex Automatic Document Feeder:** 60 sheets; Custom Sizes: 2.75 x 5.7 in. to 8.5 x 14 in. / 69.9 x 145 mm to 216 x 356 mm
		Multipurpose Tray: 50 sheets; Custom sizes: 3 x 5 in. to 8.5 x 14 in. / 76 x 127 mm to 216 x 356 mm
		Main Tray: 500 sheets; Custom sizes: 5.8 x 8.3 in. to 8.5 x 14 in. / 148 x 210 mm to 216 x 356 mm
	Optional	**Additional Tray:** 500 sheets; Custom sizes: 5.8 x 8.3 in. to 8.5 x 14 in. / 148 x 210 mm to 216 x 356 mm
Paper output		250 sheets
Automatic two-sided printing		Standard
Print		
First-page-out-time		As fast as 8.5 seconds
Print resolution		600 x 600 dpi (up to 1200 x 1200 enhanced image quality)
Memory (std / max)		256 MB / 512 MB
Processor		360 MHz
Page description languages		PCL® 6 / 5e emulations, PostScript® 3™ compatibility
Connectivity		USB 2.0, 10/100Base-TX Ethernet
Print features		Automatic two-sided, Custom page size, Toner save mode, Proof print, Secure print, Watermarks, N-up, Fit to page, Overlay, Reduce/enlarge, Poster, Scaling, Booklet printing, Print from USB memory device
Copy		
First-page-out-time		As fast as 10 seconds
Copy resolution		600 x 600 dpi (up to 1200 x 1200 enhanced image quality)
Copy features		Automatic two-sided, Reduce/enlarge, Background suppression, Collation (DADF only), ID Card Copy, N-up (2-up/4-up), Book copy, Booklet creation, Clone copy (platen only), Poster copy (platen only)
Fax		33.6 Kbps with MH/MR/MMR/JBIG/JPEG compression[2]
Fax features		Color fax send, two-sided, Fax forward to fax/email and server (FTP, SMB), PC Fax (send only), Secure fax receive, Searchable address book, Auto redial, Last number redial, Pause, Distinctive ring, External phone interface, Journal, Confirmation reports, Auto dial list, Junk fax barrier, Persistent Flash memory, Up to 209 group dial locations, Broadcast fax, Delayed fax, Memory receive, Auto file size reduction, 7 MB fax memory
Scan		
Scan destinations		Scan to Email (includes up to 200 entry address book, max. message size up to 10 MB), Network Scan to PC, Scan to FTP and SMB, Direct Scan to Applications including OCR (software included), Scan to USB memory device
Scan features		Color Scanning, Up to 4800 x 4800 dpi (enhanced); File formats: JPG, PDF, TIFF, Multipage TIFF; Scan to PC Desktop® Personal Edition (includes 1 seat of Nuance® PaperPort® SE 11.0, OmniPage® 4.0 SE, Image Retriever)
Security		802.1x, SNMPv3, HTTPS, Secure Fax, SSL, IPv6, IP Filtering, Scan to Email with authentication, Secure print
Warranty		One-year on-site warranty, Xerox Total Satisfaction Guarantee

[1] Print volume uniformly distributed over 30 days [2] Analog phone line required

Device Management
CentreWare® Internet Services, CentreWare Web

Print Drivers
Windows® XP (32/64bit)/2003 (32/64bit)/2008Server (32/64 bit)/Vista (32/64bit)/Windows7 (32/64bit)/2008 R2 (64bit); Macintosh®: OS X v10.3-10.6; Various Linux® including RedHat Enterprise Linux WS 4, 5 (32/64bit), Fedora Core 2-10 (32/64bit), SuSE Linux 9.1 (32bit), OpenSuSE 9.2, 9.3, 10.0, 10.1, 10.2 10.3, 11.0, 11.1 (32/64bit), Mandrake 10.0, 10.1 (32/64bit), Mandriva 2005, 2006, 2007, 2008 (32/64bit), Ubuntu 6.06, 6.10, 7.04, 7.10, 8.04, 8.10 (32/64bit), SuSE Linux Enterprise Desktop 9, 10 (32/64bit), Debian 3.1, 4.0, 5.0 (32/64bit)

Media Handling
Multipurpose Tray: 16 to 43 lb. bond / 60 to 163 gsm; Media types: Plain paper, letterhead, bond, heavyweight, lightweight, recycled, archive, labels, drilled, postcard, transparency, envelope; Main Tray and Additional Tray (optional): 16 to 28 lb. bond / 60 to 105 gsm; Media types: Plain paper, heavyweight, lightweight, recycled, archive; DADF: Weight: 12.5 to 28 lb / 50 to 120 gsm

Operating Environment
Operating: 50° to 90° F / 10° to 32° C; Relative humidity: 20 to 80%; Sound pressure levels: Printing: 55 dB(A), Standby: 39 dB(A); Warm-up time (from sleep mode): Less than 15 seconds

Electrical
Power: 110–127 VAC, 50/60 Hz or 220–240 VAC, 50/60 Hz; Power consumption: Standby: <60 W; Printing: 600 W; Power save: <20 W ENERGY STAR® qualified

Dimensions (WxDxH)
22.9 x 19.2 x 21.8 in. / 582 x 488 x 553 mm; Weight: 51.59 lbs / 23.4 kg without Print Cartridge; Package Dimensions (WxDxH): 26.6 x 24.3 x 27.5 in. / 676 x 619 x 699 mm

Certifications
Listed UL 60950, CE Mark applicable to Directives 2006/95/EC, 2004/108/EC and 99/5/EC, FCC Part 15 Class A, FCC Part 68

What's in the box
- WorkCentre 3550 Multifunction Printer
- Print Cartridge (5,000 print capacity[1])
- World Kit (includes Printer Installer and utilities CD, Software and documentation CD)
- Power cord, USB cable, fax cord

Supplies

Standard-Capacity Print Cartridge[1]:	
5,000 std. pages	106R01528
High-Capacity Print Cartridge[1]:	
11,000 std. pages	106R01530

[1] Average standard pages. Declared Yield in accordance with ISO/IEC 19752. Yield will vary based on image, area coverage and print mode

Options

500-sheet Tray	098N02190
256 MB Memory	098N02189
Stand	097N01674
Foreign Device Interface	097N01676
Wireless Network Adapter	097S03740

Supplies Recycling Program
Consumables for the WorkCentre 3550 are part of the Xerox Green World Alliance Supplies Recycling Program. For more information, please visit the Green World Alliance website at **www.xerox.com/gwa**

For more information, call **1-877-362-6567** or visit us at **www.xerox.com/office**

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Req # 188165

Capital Lease Versus Operating Lease Test
2011

Indicates calculated field
Mandatory Field
Complete if indicated in lease documentation

							1.	2	3a	3b	4a	4b	
CC Date	Lease / Property Schedule No.	Requisition Number	Asset Module Asset ID No.	Lease Term Commence Date	Description	Monthly Pymt Amount	Title Xfer at End of Lease? (Y/N)	Bargain Purchase Option? (Y/N)	Lease Term in Months	Est. Economic Useful Life in Months	Total Principal Pmts Over Lease Term	FMV of Leased Equip. at Lease Inception	Capital or Operating Lease? (Calculated Field)
1/18/2011	Pct. 2 NA Ha	187675	985-L2	1/18/2011	WC7435P	$366.69	N	N	36	60	$13,200.84	$13,200.84	Capital Lease
1/18/2011	Pct. 2 Old O	187677	985-L2	1/18/2011	WC7435P	$419.44	N	N	36	60	$15,099.84	$15,099.84	Capital Lease
2/1/2011	Pct. 4 Adm.	188337	985-L2	1/18/2011	W7556P	$661.43	N	N	48	60	$31,748.64	$31,748.64	Capital Lease
2/1/2011	Health Dept	188590	BOARD 299	2/1/2011	MP4001SP	$235.00	N	N	36	60	$8,460.00	$6,831.00	Capital Lease
2/1/2011	Health Dept	188590	BOARD 299	2/1/2011	MP5001SP	$272.00	N	N	36	60	$9,792.00	$7,908.00	Capital Lease
2/1/2011	Tax Off-Col	188165	985-L2	2/1/2011	WC3550X	$93.51	N	N	36	60	$3,366.36	$3,355.92	Capital Lease
2/1/2011	Tax Off-Frau	188245	985-L2	2/1/2011	WC3550X	$93.51	N	N	36	60	$3,366.36	$3,355.92	Capital Lease
											$0.00		
											$0.00		
											$0.00		
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											$0.00		
											$0.00		

Requisition

Req # 00188245

PO #

Date: 01/13/11

Consent #25020 2/1/11

Bill To: x
x

Vendor : 42129
XEROX CORPORATION
P.O. BOX 650361
PNC BANK
1200 E CAMPBELL, STE 108
RICHARDSON TX 75081

Ship To: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

Contact: **FRAUD DEPT**
956-289-7472

Contract No:

Special Instructions:
F-18

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		TAX OFFICE-FRAUD DEPARTMENT TPSS TERM CONTRACT 985-L2 SMARTBUY REQUISITION # SMARTBUY PURCHASE ORDER # PENDING CC APPROVAL 2/1/2011 UPON DELIVER OF THE NEW MACHINE PLEASE PICKUP TRADE-IN SERIAL #UGK-474487 DO NOT DUPLICATE ORDER		
10.00	MONTH	CO 985-13-02001-0 (UNIT) 985-13-02200-8 (MONTHLY LEASE) NEW XEROX (CAPITAL) LEASE 36 MONTH TERM XEROX WORK CENTRE 3550X (LOW RANGE I) 35 ppm DIGITAL COPIER INCLUDES DADF, DUPLEX, 1 X 500 SHEET TRAY, 2ND PAPER TRAY & 50 SHEET MULTIPURPOSE TRAY	64.61	646.10
.00	EACH	CO PRICE INCLUDES 10,000 MONTHLY IMPRESSIONS ALL EXCESS PRINTS @$.0131ea	.00	.00
.00	EACH	CO AT THE TIME OF DELIVERY PLEASE PICK-UP XEROX MACHINE -SERIAL NUMBER: UGK-474487 LOCATED AT THE EDINBURG FRAUD DEPT 2804 S BUS HWY 281	.00	.00
1.00	EACH	CO OVERAGES MAY INCREASE OR DECREASE	200.00	200.00
10.00	MONTH	CO 985-13-02210-7 STAND 36 MONTH TERM	6.84	68.40
10.00	MONTH	CO 985-13-02208-1 WIRELESS NETWORK ADAPTER 36 MONTH TERM	6.40	64.00
10.00	MONTH	CO 985-13-02207-3 UPGRADE TO ADD PRINT/SCAN/FAX EMAIL 36 MONTH TERM	9.64	96.40
10.00	MONTH	CO 985-13-02211-5 FOREIGN INTERFACE DEVICE 36 MONTH TERM	6.02	60.20
		Account No	Encumbrance	
		1-1100-415-15-140-001-0-442 / 780!	1,135.10	
			Freight	.00
			Total	1,135.10
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Tax Office
Fraud Dept.

Xerox 985-L2 Lease Pricing

Xerox WorkCentre3550X (Low Range I)

35 ppm digital copier

Includes DADF, Duplex, 1 x 500 sheet tray,
2nd Paper Tray & 50-Sheet Multipurpose Tray

(Required market codes:
WC3550X, 2TRAY, CSEINSTAL)



Price includes 10,000 monthly impressions
all excess prints at $.0131 each

Equip Description/Qty	Monthly Base	Commodity Codes:
	$ 0.00	985-13-02001-0
36 month term	$ 64.61	985-13-02200-8
48 month term	$ 59.11	985-13-02300-6
60 month term	$ 55.83	985-13-02407-9

Lease Total
$93.51/mo.

Cash Price
$3355.92
emailed 1/24/11
2:53pm

Contract includes:

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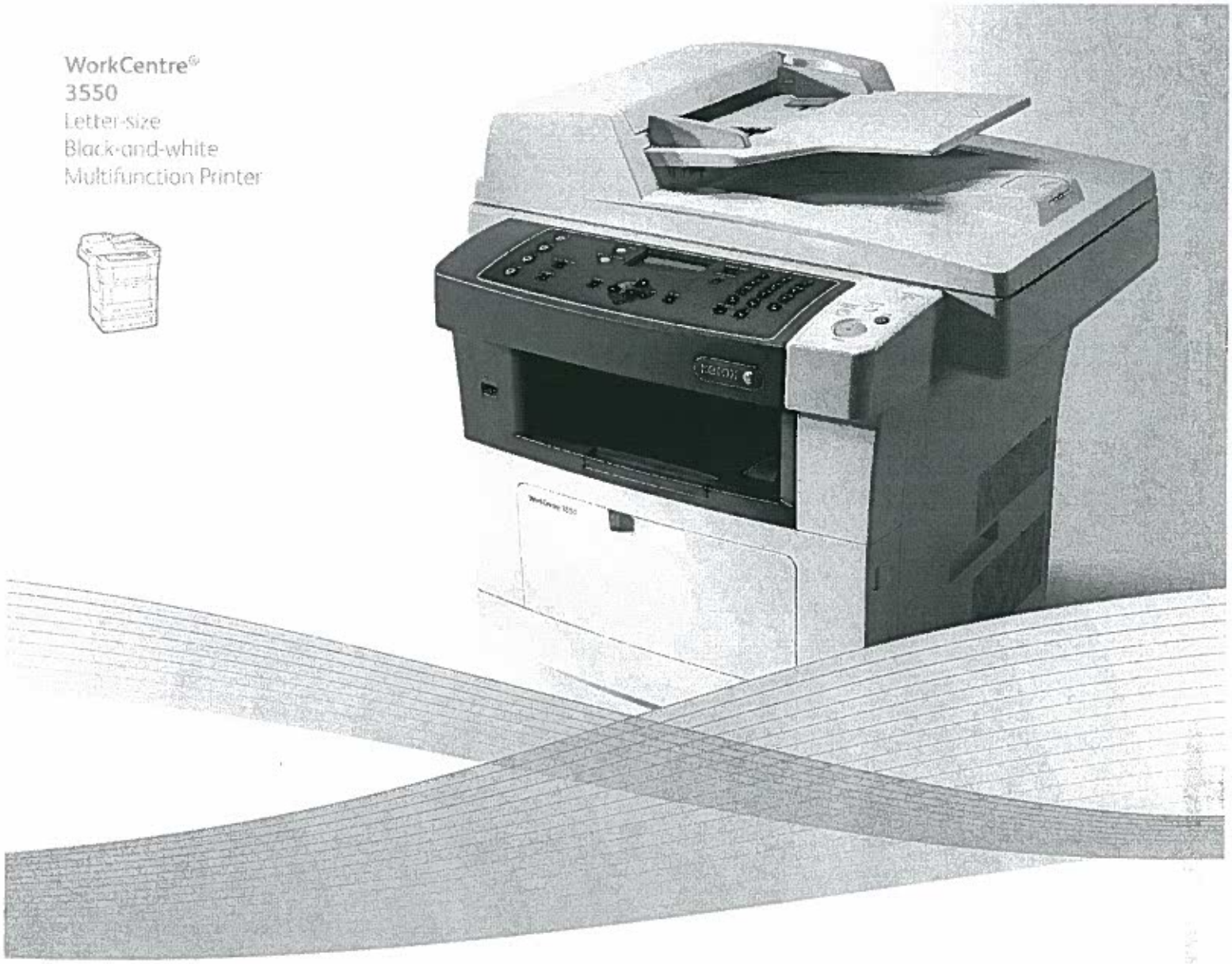
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60 month term	$11.82	985-13-02410-3
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48 month term	$ 4.54	985-13-01212-4
60 month term	$ 3.83	985-13-01312-2

xerox

WorkCentre®
3550
Letter-size
Black-and-white
Multifunction Printer



Xerox® WorkCentre® 3550 Multifunction Printer

Value-driven performance for your office

xerox®

WorkCentre® 3550 multifunction printer

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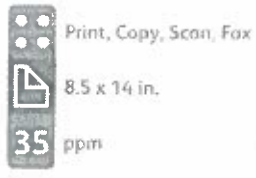
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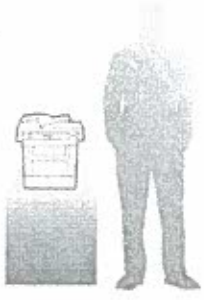
- Scan and email color documents and high-quality photos directly from the device. LDAP support automates contact lookup.
- Network scanning lets you store documents to the network for convenient workteam access.
- Optical Character Recognition software turns hard copies into editable electronic documents.
- Connect your USB memory device into the conveniently-located port for easy storage.
- Industry-standard scan file formats including PDF, TIFF, Multi Page TIFF and JPEG.
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- 600 x 600 dpi (Up to 1200 x 1200 enhanced image quality)
- 75,000 pages/month duty cycle
- 550-sheet capacity, expandable to 1,050 sheets



WxDxH:
22.9 x 19.2 x 21.8 in.
582 x 488 x 554 mm



Designed with your workteam in mind

With the WorkCentre 3550, office tasks that used to require multiple manual processes can be accomplished with the touch of a button.

- **Built for the masses.** Full support for your choice of operating system platforms, whether it's Windows, Linux/UNIX or Macintosh.
- **Remote management tools.** CentreWare® Internet Services provides real-time monitoring, device setup, viewing of toner and paper levels, plus efficient supplies ordering. Xerox Status Monitor alerts users when an error occurs during printing.
- **Control access to sensitive information.** Information security is a universal need for every business. Secure print and secure fax capabilities keep your documents from printing until you're ready to release them with a unique PIN.
- **Conveniently close to your workteam.** A small footprint brings more features closer to users so there's no need to go beyond the workspace to accomplish routine tasks.
- **Remove clutter and improve productivity.** Turn your hardcopy fax and copy output into digital files that can be automatically routed to a secure server for easy storage and retrieval.
- **Guaranteed to be reliable.** We deliver on our reliability commitment with a one-year on-site warranty and the exclusive Xerox Total Satisfaction Guarantee.
- **Maximize uptime** with just one integrated print cartridge to replace and a high-capacity paper tray.



1. Duplex Automatic Document Feeder provides fast scanning, copying and faxing of two-sided multi-page jobs.
2. 50-sheet multipurpose tray handles a variety of paper and custom sizes, including envelopes, labels and post cards.
3. 500-sheet tray provides plenty of paper capacity for workgroup printing, copying and faxing.
4. An additional 500-sheet tray (optional) boosts total capacity to 1,050 sheets.
5. USB memory port lets you save to or print directly from a USB memory drive – no computer needed.
6. One-touch power-save button allows fast and simple switching to power save mode or device shut-off during periods of extended downtime. Another press of the button quickly restores power.
7. Advanced faxing capabilities include Embedded Fax and PC Fax (send only), plus Fax Folders, Secure Fax Receive and fax forwarding options.
8. Find frequently used fax numbers and email addresses in the address book. You can also print an address list.



The simple front panel makes walkup functions and features accessible with the touch of a button.

WorkCentre® 3550

Black-and-White Multifunction Printer



		WorkCentre 3550
Speed		Up to 35 ppm (Letter) / 33 ppm (A4)
Duty Cycle		Up to 75,000 pages / month[1]
Paper Handling		
Paper input	Standard	**Duplex Automatic Document Feeder:** 60 sheets; Custom Sizes: 2.75 x 5.7 in. to 8.5 x 14 in. / 69.9 x 145 mm to 216 x 356 mm
		Multipurpose Tray: 50 sheets; Custom sizes: 3 x 5 in. to 8.5 x 14 in. / 76 x 127 mm to 216 x 356 mm
		Main Tray: 500 sheets; Custom sizes: 5.8 x 8.3 in. to 8.5 x 14 in. / 148 x 210 mm to 216 x 356 mm
	Optional	**Additional Tray:** 500 sheets; Custom sizes: 5.8 x 8.3 in. to 8.5 x 14 in. / 148 x 210 mm to 216 x 356 mm
Paper output		250 sheets
Automatic two-sided printing		Standard
Print		
First-page-out-time		As fast as 8.5 seconds
Print resolution		600 x 600 dpi (up to 1200 x 1200 enhanced image quality)
Memory (std / max)		256 MB / 512 MB
Processor		360 MHz
Page description languages		PCL® 6 / 5e emulations, PostScript® 3™ compatibility
Connectivity		USB 2.0, 10/100Base-TX Ethernet
Print features		Automatic two-sided, Custom page size, Toner save mode, Proof print, Secure print, Watermarks, N-up, Fit to page, Overlay, Reduce/enlarge, Poster, Scaling, Booklet printing, Print from USB memory device
Copy		
First-page-out-time		As fast as 10 seconds
Copy resolution		600 x 600 dpi (up to 1200 x 1200 enhanced image quality)
Copy features		Automatic two-sided, Reduce/enlarge, Background suppression, Collation (DADF only), ID Card Copy, N-up (2-up/4-up), Book copy, Booklet creation, Clone copy (platen only), Poster copy (platen only)
Fax		33.6 Kbps with MH/MR/MMR/JBIG/JPEG compression[2]
Fax features		Color fax send, two-sided, Fax forward to fax/email and server (FTP, SMB), PC Fax (send only), Secure fax receive, Searchable address book, Auto redial, Last number redial, Pause, Distinctive ring, External phone interface, Journal, Confirmation reports, Auto dial list, Junk fax barrier, Persistent Flash memory, Up to 209 group dial locations, Broadcast fax, Delayed fax, Memory receive, Auto file size reduction, 7 MB fax memory
Scan		
Scan destinations		Scan to Email (includes up to 200 entry address book, max. message size up to 10 MB), Network Scan to PC, Scan to FTP and SMB, Direct Scan to Applications including OCR (software included), Scan to USB memory device
Scan features		Color Scanning, Up to 4800 x 4800 dpi (enhanced); File formats: JPG, PDF, TIFF, Multipage TIFF; Scan to PC Desktop® Personal Edition (includes 1 seat of Nuance® PaperPort® SE 11.0, OmniPage® 4.0 SE, Image Retriever)
Security		802.1x, SNMPv3, HTTPS, Secure Fax, SSL, IPv6, IP Filtering, Scan to Email with authentication, Secure print
Warranty		One-year on-site warranty, Xerox Total Satisfaction Guarantee

[1] Print volume uniformly distributed over 30 days. [2] Analog phone line required

Device Management
CentreWare® Internet Services, CentreWare Web

Print Drivers
Windows® XP (32/64bit)/2003 (32/64bit)/2008Server (32/64 bit)/Vista (32/64bit)/Windows7 (32/64bit)/2008 R2 (64bit); Macintosh® OS X v10.3-10.6; Various Linux® including RedHat Enterprise Linux WS 4, 5 (32/64bit), Fedora Core 2-10 (32/64bit), SuSE Linux 9.1 (32bit), OpenSuSE 9.2, 9.3, 10.0, 10.1, 10.2 10.3, 11.0, 11.1 (32/64bit), Mandrake 10.0, 10.1 (32/64bit), Mandriva 2005, 2006, 2007, 2008 (32/64bit), Ubuntu 6.06, 6.10, 7.04, 7.10, 8.04, 8.10 (32/64bit), SuSE Linux Enterprise Desktop 9, 10 (32/64bit), Debian 3.1, 4.0, 5.0 (32/64bit)

Media Handling
Multipurpose Tray: 16 to 43 lb. bond / 60 to 163 gsm; Media types: Plain paper, letterhead, bond, heavyweight, lightweight, recycled, archive, labels, drilled, postcard, transparency, envelope; Main Tray and Additional Tray (optional): 16 to 28 lb. bond / 60 to 105 gsm; Media types: Plain paper, heavyweight, lightweight, recycled, archive; DADF: Weight: 12.5 to 28 lb / 50 to 120 gsm

Operating Environment
Operating: 50° to 90° F / 10° to 32° C; Relative humidity: 20 to 80%; Sound pressure levels: Printing: 55 dB(A), Standby: 39 dB(A); Warm-up time (from sleep mode): Less than 15 seconds

Electrical
Power: 110–127 VAC, 50/60 Hz or 220–240 VAC, 50/60 Hz; Power consumption: Standby: <60 W; Printing: 600 W; Power save: <20 W ENERGY STAR® qualified

Dimensions (WxDxH)
22.9 x 19.2 x 21.8 in. / 582 x 488 x 553 mm; Weight: 51.59 lbs / 23.4 kg without Print Cartridge; Package Dimensions (WxDxH): 26.6 x 24.3 x 27.5 in. / 676 x 619 x 699 mm

Certifications
Listed UL 60950, CE Mark applicable to Directives 2006/95/EC, 2004/108/EC and 99/5/EC, FCC Part 15 Class A, FCC Part 68

What's in the box
- WorkCentre 3550 Multifunction Printer
- Print Cartridge (5,000 print capacity[1])
- World Kit (includes Printer Installer and utilities CD, Software and documentation CD)
- Power cord, USB cable, fax cord

Supplies

Standard-Capacity Print Cartridge[1]:	
5,000 std. pages	106R01528
High-Capacity Print Cartridge[1]:	
11,000 std. pages	106R01530

[1] Average standard pages. Declared Yield in accordance with ISO/IEC 19752. Yield will vary based on image, area coverage and print mode

Options

500-sheet Tray	098N02190
256 MB Memory	098N02189
Stand	097N01674
Foreign Device Interface	097N01676
Wireless Network Adapter	097S03740

Supplies Recycling Program
Consumables for the WorkCentre 3550 are part of the Xerox Green World Alliance Supplies Recycling Program. For more information, please visit the Green World Alliance website at **www.xerox.com/gwa**

For more information, call **1-877-362-6567** or visit us at **www.xerox.com/office**

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Req # 188245

Capital Lease Versus Operating Lease Test
2011

Indicates calculated field
Mandatory Field
Complete if indicated in lease documentation

							1	2	3a	3b	4a	4b	
CC Date	Lease / Property Schedule No.	Requisition Number	Asset Module Asset ID No.	Lease Term Commence Date	Description	Monthly Pymt Amount	Title Xfer at End of Lease? (Y/N)	Bargain Purchase Option? (Y/N)	Lease Term in Months	Est. Economic Useful Life in Months	Total Principal Pmts Over Lease Term	FMV of Leased Equip. at Lease Inception	Capital or Operating Lease? (Calculated Field)
1/18/2011	Pct. 2 NA Ha	187675	985-L2	1/18/2011	WC7435P	$366.69	N	N	36	60	$13,200.84	$13,200.84	Capital Lease
1/18/2011	Pct. 2 Old O	187677	985-L2	1/18/2011	WC7435P	$419.44	N	N	36	60	$15,099.84	$15,099.84	Capital Lease
2/1/2011	Pct. 4 Adm.	188337	985-L2	1/18/2011	W7556P	$661.43	N	N	48	60	$31,748.64	$31,748.64	Capital Lease
2/1/2011	Health Dept	188590	BOARD 29	2/1/2011	MP4001SP	$235.00	N	N	36	60	$8,460.00	$6,831.00	Capital Lease
2/1/2011	Health Dept	188590	BOARD 29	2/1/2011	MP5001SP	$272.00	N	N	36	60	$9,792.00	$7,908.00	Capital Lease
2/1/2011	Tax Off-Col	188165	985-L2	2/1/2011	WC3550X	$93.51	N	N	36	60	$3,366.36	$3,355.92	Capital Lease
2/1/2011	Tax Off-Frau	188245	985-L2	2/1/2011	WC3550X	$93.51	N	N	36	60	$3,366.36	$3,355.92	Capital Lease
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Requisition
W.I.C. PROGRAM

Req # 00188583
PO #
Date: 01/20/11

Consent #25020 2/1/11

Bill To: x
x

Vendor : 133655
SUPERIOR ALARMS
P. O. BOX 3097
MCALLEN TX 78502
FAX (956)971-6395

Ship To: W.I.C. PROGRAM
3105 W. UNIVERSITY DR
EDINBURG TX 78539

Contact: mgonzalez
956-381-4646

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		NEW COMMERCIAL ALARM EQUIPMENT FOR THE WIC Program Alarm for Pharr WIC 1224, LOCATED AT 300 W. Hall Acres Suite A, Pharr, TX 78577 DO NOT DUPLICATE ORDER		
1.00	LOT	OM ASSET #52820 NEW COMMERCIAL ALARM SYSTEM FOR THE PHARR WIC CLINIC #1224 NEW LOCATION LOCATED: 300 W. HALL ACRES,SUITE A, PHARR, TX 78577 (1) XT30 DMP CONTROL PANEL (1) 7060 LCD KEYPAD (1) 1085 DOOR CONTACT (1) INTERIOR SIREN (1) EXTERIOR SIREN (1) MOTION DETECTOR (1) POWER SUPPLY NOTE: TIE IN EXISTING DEVICES TO XT30DMP CONTROL PANEL	570.00	570.00
1.00				.00
1.00				.00
		Account No	Encumbrance	
		1-1292-441-00-350-001-1-664	570.00	
			Freight	.00
			Total	570.00
		overridden by janie alvarez		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Kiyott
188583

Superior Alarms

600 Ash Avenue- P.O. Drawer 3097
McAllen, TX 78501
State Lic. B4881 - Fire Lick. ACR86318-816
Tel. (956) 682-6005 - Fax 661-6431

We send the police there in a hurry!

January 14, 2011

Hidalgo County Wic Clinic
Attn: Magie
300 W Hall Acres ste A
Pharr, Texas

SCOPE OF WORK:

1 XT30 DMP Control Panel
1 7060 LCD Keypad
1 1085 Door Contact
1 Interior Siren
1 Exterior Siren
1 Motion Detector
1 Power Supply

NOTE: Tie in existing devices to XT30DMP Control Panel	**$ 570.00**
6 Months Monitoring $ 10.00	**$ 60.00**
Sub-Total	**$ 630.00**
Tax	**$ 51.97**
Total	**$681.97**

Above equipment carries a one year warranty on parts and labor. Installation, programming & training included in quote. P.O. or 1/2 down is needed upon placing order, and balance due upon completion.

Thank you for the opportunity to be of service.

I agree to the above design and the items listed and authorize Superior Alarms to commence work. I also agree to a equipment purchase agreement:

Sincerely,

Sonia Alaniz
Sales Consultant

Accepted by

Date

SECURITY ORDER

Superior Alarms

600 ASH AVENUE
P.O. DRAWER 3097
MCALLEN, TEXAS 78502

STATE LICENSE B-4881

McALLEN (956) 682-6005
HARLINGEN (956) 425-1566
BROWNSVILLE (956) 546-6261

SUBMITTED TO	WORK LOCATION
NAME Hidalgo County W.I.C. PROGRAM	STREET 300 W. Hall Acres ste A
STREET 3105 W. UNIVERSITY DR	CITY pHARR STATE TX
CITY Edinburg	
STATE TX ZIP 78539	ATTENTION: MARITZA MARTINEZ
TELEPHONE NUMBER 781 4920	

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of a Superior Alarm System to consist of a XT30 -zone Control Panel which includes a built in digital communicator with RJ31X telephone interconnect for 24-hr. Central monitoring and a rechargeable battery back-up. There will be 7060 Digital Keypad(s) to arm and disarm the system which will also provide emergency features. The annunciator package is to consist of 1 exterior siren(s) in tamper resistant enclosure(s) and 1 interior siren(s)/sounder(s).

Other features include:

- Magnetic Contacts on 1 doors, _____ windows, color _____ : ____ overhead doors, attic trap(s), _____ slide door(s), PIR(s _____ : _____ : _____ .
- Motion Detectors 1 ; ____ Dual Tec(s)(_____);____ (_____);____ glass break
  ☐ dual ☐ single ; ____ AGDS.
- **One-year warranty on all parts and labor.**

ATTIC RATING
EASY 1 2 3 4 5 HARD

BASIC SYSTEM $ 570.00

1. Fire System to consist of _____ smoke/heat sensor(s), 135° heat sensor(s) _____ 190° heat sensor(s) interior waring horns. _____

FIRE SYSTEM $ _____

2. Monitoring: 24-hr, central station monitoring to consist of 24 hr. monitoring service at $_____/mo. for burglary ($2.00 extra with fire). **Payable semiannually.** $ _____
3. Open and Close Reports at $_____ /mo., $ _____ extra for 1-800 programming. **Payable semiannually.** $ _____
4. 1-- power Supply $ _____
5. _____ $ _____
6. _____ $ _____
7. _____ **Options** $ _____

All equipment is guaranteed to be as specified. All work is to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra cost, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurances. Superior Alarms will carry Public Liability Insurance and Workmen's Compensation on above work.

Superior Alarms **By:** _____

NOTE : This proposal may be withdrawn by us if not accepted within **days.**

ACCEPTANCE OF SECURITY ORDER

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as follows:

ACCEPTED BY: X _____

DATE:

SUB TOTAL : $ 570.00
SALES TAX : $ TAX EXEMT
TOTAL $ 570.00

THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER, EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS, COMPANY'S AND COMPANY'S RELATED PARTIES' COLLECTIVE TOTAL MAXIMUM LIABILITY IS LIMITED TO AND SHALL NOT EXCEED $1,000.00, WHICH SHALL BE THE COMPLETE AND EXCLUSIVE REMEDY AGAINST COMPANY AND COMPANY'S RELATED PARTIES.

D. Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure by Company to perform any of the obligations contained in this Agreement, including, but not limited to installation, service, maintenance or the failure of the System to properly operate with resulting loss to Subscriber because of, among other things:

(1) the uncertain amount of value of Subscriber's property or the property of others kept on the Premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the System is designed to detect or avert;
(2) the uncertainty of the response time of any police or fire department, should the police or fire department be dispatched by a monitoring facility or an audible device sounding;
(3) the inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by the failure of the System; and
(4) the nature of the service to be performed by Company.

SUBSCRIBER UNDERSTANDS AND AGREES THAT IF COMPANY OR COMPANY'S RELATED PARTIES SHOULD BE FOUND LIABLE TO SUBSCRIBER OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY, FOR LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER, EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS, COMPANY'S AND COMPANY'S RELATED PARTIES' COLLECTIVE TOTAL MAXIMUM LIABILITY TO SUBSCRIBER AND ANYONE CLAIMING THROUGH SUBSCRIBER IS LIMITED TO AND SHALL NOT IN ANY CASE EXCEED $1,000.00, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AND THIS LIABILITY SHALL BE EXCLUSIVE. COMPANY AND COMPANY'S RELATED PARTIES SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES .

E. In the event any third party (including any insurance carrier of Subscriber, a person claiming through Subscriber or any other third party), makes any claim or commences any action against Company related in any manner to this Agreement or the System regardless of cause or origin, whether based upon or due to alleged defects, acts or omissions, active or passive negligence, strict or product liability, breach of warranty or contract, or otherwise, Subscriber agrees to indemnify Company and to hold Company harmless against all Losses in excess of the monetary limits provided in Paragraph C and D of this Section.

F. WHEN SUBSCRIBER AGREES TO INDEMNIFY COMPANY IN THIS AGREEMENT, SUBSCRIBER (AT HIS SOLE COST AND EXPENSE) AGREES TO INDEMNIFY, KEEP INDEMNIFIED, DEFEND AND HOLD COMPANY, AND ANY OF ITS PRESENT OR FUTURE OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, SUBSIDIARIES, AGENTS, SUCCESSORS, ASSIGNEES, CONTRACTORS, LICENSEES OR AFFILIATES AND ANY OTHER PERSON WHOMSOEVER ACTING FOR OR ON BEHALF OF COMPANY (COLLECTIVELY, HEREIN CALLED "COMPANY'S RELATED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, FEES (INCLUDING ATTORNEY'S FEES), COSTS (INCLUDING COSTS OF COURT), AND EXPENSES (COLLECTIVELY, HEREIN CALLED "LOSSES") IN ANY WAY OR MANNER WHATSOEVER ARISING FROM OR ATTRIBUTABLE TO THE MATTER(S) BEING INDEMNIFIED AGAINST EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS. EACH AND EVERY COVENANT BY SUBSCRIBER TO INDEMNIFY AND HOLD COMPANY HARMLESS SHALL SURVIVE THE EXPIRATION, TERMINATION OR CANCELLATION OF THIS AGREEMENT.

ACKNOWLEDGEMENT OF CUSTOMER

SUBSCRIBER SPECIFICALLY ACKNOWLEDGES THAT THE LIMITED LIABILITY ASPECT OF THIS AGREEMENT CONSTITUTES THE ESSENCE OF SAME AND SUBSCRIBER SPECIFICALLY AGREES TO BE BOUND, WITHOUT LIMITATION OR RESERVATION, TO EACH AND EVERY PROVISION OF THE PARAGRAPHS CONTAINED IN THE "LIMITATION ON LIABILITY" SECTION OF THIS AGREEMENT INCLUDING THOSE PARAGRAPHS REDUCING, LIMITING OR ELIMINATING WARRANTIES, REPRESENTATIONS, CONTRACTUAL OBLIGATIONS AND DAMAGES AND REQUIRING INDEMNIFICATION. SUBSCRIBER FULLY UNDERSTANDS THAT EXECUTION OF THIS ACKNOWLEDGEMENT CONSTITUTES A SPECIFIC INDUCEMENT FOR COMPANY TO EFFECTUATE THIS AGREEMENT.



X _____

Subscriber

V. Customer Default; Company's Remedies:

A. Subscriber will be in default and breach of this Agreement if Subscriber fails to pay to Company any fees, charges or other amounts as and when due; or Subscriber fails to perform any of Subscriber's other obligations under this Agreement and Subscriber's failure to perform continues for three calendar days after Company gives Subscriber notice.

B. If Subscriber is in default or breach of this Agreement, in addition to any other remedies provided herein or by law, Company may do any or all of the following without releasing Subscriber:

(1) by notice to Subscriber, terminate this Agreement;
(2) by notice to Subscriber, declare immediately due and payable all consideration to be paid by Subscriber under this Agreement.

All remedies provided for herein are deemed to be cumulative. Pursuit by Company of any of the aforegoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any damages accruing to Company by reason of the violation of any of the terms, provisions and covenants of this Agreement. Forbearance by Company to enforce one or more of the remedies herein provided upon default by Subscriber shall not be deemed or construed to constitute a waiver of such default.

VI. Contract For Monitoring Service

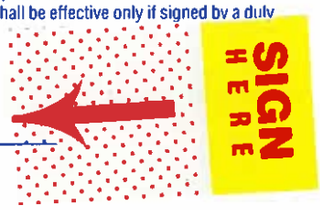
Subscriber understands that Company does not provide monitoring of emergency signals emanating from the System and if that service is desired by Subscriber, Subscriber is responsible for contracting with a monitoring facility. Superior Central Station, Inc. provides monitoring service to most of Company's customers; but Subscriber is not required to utilize that entity. Which ever monitoring service Subscriber chooses, if any, the alarm monitoring service agreement with that entity will prescribe the terms and conditions under which the System will be monitored; and Company has no responsibility for that operation and function.

VII. Miscellaneous

A. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and shall be mailed by first class or express mail, postage prepaid, registered or certified with return receipt requested, or sent by telex, telegram, telecopy or other similar form of rapid transmission, or personally delivered to the receiving party. All such communications shall be mailed, sent or delivered at the physical addresses of Subscriber and Company indicated in the introductory Paragraph of this Agreement or at such other address as either party may have furnished the other party in writing. Any communication so addressed and mailed shall be deemed to be given when so mailed, and any notice so sent by rapid transmission shall be deemed to be given when receipt of such transmission is acknowledged by the receiving operator or equipment, and any communication so delivered in person shall be deemed to be given when receipted for by Subscriber or Company or a duly authorized agent thereof, as the case may be. All invoices by Company notifying Subscriber that an installment is due may be mailed by first class mail, postage prepaid, to the address of Subscriber indicated in the introductory Paragraph of this Agreement (or such other address as Subscriber has furnished pursuant to the provisions of this Paragraph A) and such invoices so addressed and mailed shall be deemed to be given when so mailed.

B. This Agreement shall be governed by the laws of the State of Texas and the United States of America. This Agreement may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter of this Agreement, and merges and shall supersede all prior agreements, commitments, representations, writings, negotiations and discussion between them except that all acknowledgments, representations and warranties made to Company herein shall survive the execution and delivery of this Agreement. Headings to Sections of this Agreement have been inserted for convenient reference only and except for the Section III heading shall not modify, define, limit or expand the express provisions hereof. The pronouns used in this Agreement shall be construed as masculine, feminine or neuter, singular or plural, as the occasion may require. All Riders, schedules or exhibits annexed hereto and all documents referred to herein are hereby incorporated in and made a part of this Agreement as set forth in full herein. Each individual signing this Agreement represents and warrants to every party hereto that he is duly authorized to execute same in the capacity stated and as an act of the entity for whom he signs. Time is of the essence to this Agreement and each and every provision thereof. If any provision of this Agreement is held illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provisions, there shall be automatically added as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. This provision shall be deemed paramount and control over all other provisions of this Agreement. This Agreement shall be binding on the heirs, personal representatives, successors and assigns of the parties hereto. This Agreement may be executed in several counterparts, each of which shall be fully effective as an original and all of which, together, shall constitute one and the same instrument. Whenever Company is entitled to consent to any act, mater or thing, "with or without cause", or whenever in this Agreement any act, matter or thing is to be "satisfactory to Company", "acceptable to Company", "approved by Company", or words of similar import, or whenever in this Agreement Company is entitled to act or not to act "in its sole discretion" or otherwise whenever in this Agreement Company is granted discretion, such discretion, acceptance, consent, approval or satisfaction (or lack thereof) may be withheld or exercised by Company, as the case may be, for any reason or for no reason, whether or not such refusal or exercise is arbitrary, uncontrolled or unreasonable, and any such refusal or exercise shall not be subject to appeal to or to adjudication by courts of law or otherwise.

C. This Agreement is binding on Company and shall be effective only if signed by a duly authorized representative of Company.



X _____

SUBSCRIBER

COMPANY
ALAN YODER ENTERPRISES, INC.

By: _____

Name:

Title:

EQUIPMENT PURCHASE AGREEMENT (COMMERCIAL)

SUPERIOR ALARMS
600 Ash Avenue • McAllen, Texas 78501
(956) 682-6005 • 1-800-580-6001 • FAX 213-1179

THIS EQUIPMENT PURCHASE AGREEMENT (hereinafter called "this Agreement") is entered into this 19th day of JANUARY, 20 11, by and between **ALAN YODER ENTERPRISES, INC., d/b/a SUPERIOR ALARMS**, a Texas corporation, whose mailing address is 600 Ash Avenue, McAllen, Texas 78501, telephone (956) 682-6005, fax (956) 213-1179 (hereinafter called "Company") and Hidalgo County WIC program whose mailing address is 3105 W University Dr Edinburg TX 78539 telephone (956) 381-4646, fax ( ) _____ (hereinafter called "Subscriber").

I. Sales and Installation Agreement

A. Subject to the terms and conditions herein set forth, Company agrees to sell the equipment (hereinafter called the "System") specified on the attached Rider and to install and make operational the System at the location (hereinafter called the "Premises") likewise set forth on the attached Rider. In consideration of such, Subscriber agrees to pay Company at its address set forth in the introductory Paragraph of this Agreement or such other address as Company may indicate on the attached Rider the sum of $ 570.00 **AND** _____ **/100 ($) DOLLARS** as follows: (a) $_____ upon execution of this Agreement, (b) $_____ upon substantial completion of pre-wiring and any other necessary pre- installation construction; and (c) $ _____ upon substantial completion of the installation of the System or as otherwise provided on the attached Rider. Subscriber, however, understands that if, upon scrutiny of the Premises after Subscriber's execution of this Agreement, Company or one of its authorized contractors determines that the Premises are not suitable for the exact System described in the attached Rider, Company will install and make the System operational using alternative technology at such additional cost as agreed by Company and Subscriber following the inspection. In the event that Subscriber does not desire to utilize such alternative technology or to pay any additional cost, then this Agreement shall terminate as of the date of such decision, neither party shall owe to the other any further duty or obligation under this Agreement; and Subscriber shall be entitled to receive promptly a refund of any amounts previously paid hereunder.

B. In order that Company may perform the installation set forth herein, Subscriber shall provide Company with unrestricted access to the Premises at all reasonable times and permit the installation, repair, service and/or maintenance of the System in accordance with the attached Rider and Company's standard practices. Subscriber will also provide adequate space, lighting and electrical power for the installation and activation of the System. Company will install the System in substantial compliance with all applicable building codes and other applicable governmental requirements; and except as may be changed or altered pursuant to Paragraph A afore, in accordance with the attached Rider and any details and instructions specified therein.

C. Subject to the terms and conditions herein set forth, Company agrees to install the System within the time indicated on the attached Rider or if no time is set forth, within ten (10) days after this Agreement becomes effective, subject to delays caused by strikes, unavailability of materials, labor shortages, delays in receipt of materials, acts of God, fire, accidents, boycotts, storm or inclement weather, force majeure and other causes beyond Company's control. If Company fails to complete the installation of the System within the applicable time limit (unless such failure results from force majeure or other caused beyond Company's control), Subscriber (as his sole remedy) may either terminate this Agreement by giving Company notice of such decision within five (5) days after the expiration of the applicable time limit, in which event Subscriber shall be entitled to receive promptly a refund of any amount previously paid hereunder and neither party shall owe to the other any further duty or obligation hereunder, or waive such failure and continue this Agreement, but with no change in Subscribers obligations under this Agreement and with no reduction in the purchase price for the System. Subscriber's failure to give timely notice of cancellation as provided in the just preceding sentence shall be deemed an election to continue this Agreement. If Subscriber is responsible for any substantial delay in installing the System, Company may, at its sole discretion, increase the purchase price for the System by ten (10%) percent per delay, as liquidated damages and not a penalty, or terminate this Agreement pursuant to Section V hereof.

D. Company shall have a security interest in the System sold hereunder until it is fully paid; and Subscriber agrees to perform all acts which may be necessary to perfect Company's security interest in the System. Should Subscriber default in any payment for the System, Subscriber authorizes and empowers Company to remove the System (to the extent allowed by law) from the Premises, to disconnect the System or to render the System incapable of communicating with any monitoring facilities by direct or remote programming or through any other means, and to enforce any and all of Company's rights as a secured party under the Uniform Commercial Code-Secured Transaction; and the exercise of such rights shall not be deemed a waiver of Company's right to damages sustained as a result of Subscriber's default or any other legal remedies or rights. Furthermore and unless otherwise required by law, Company shall be in no way obligated to repair, restore or redecorate the Premises in the event the System is removed pursuant to this Agreement; and Subscriber hereby releases Company for all such foregoing expenses, loss and damage incurred by the Subscriber in this regard. Risk of loss or damage to the System shall pass to Subscriber upon delivery to the Premises, whether installed or not. Subscriber agrees that the System, upon installation, shall remain personal property; and in no event shall the System be deemed to be realty, whether affixed to Premises or not.

II. Subscribers Use of System

A. Subscriber shall follow all of Company's instructions regarding the maintenance and use of the System; and Subscriber will not allow or permit alteration of the System except in a manner approved in writing by Company. Subscriber shall test the System for proper operation at least once a month.

B. Subscriber is responsible for complying with any local or other governmental ordinances or laws which may require a license, permit, fee or other charge with respect to the System. Unless otherwise provided in the attached Rider, Subscriber shall also reimburse Company for any building permits and other fees Company is required to pay under local or other governmental ordinances or laws in order to install the System at the Premises.

C. If Company reasonably determines that the System is generating an excessive number of false alarms or signals which may adversely affect the monitoring facilities or subject Company to liability under a contract with a monitoring facility, Company may, after notice to Subscriber, require Subscriber to pay a reasonable surcharge fee for processing false alarms or signals, if such excessive generation continues.

III. LIMITED WARRANTY OF COMPANY ON SYSTEM:

Company shall not have any liability to Subscriber or to anyone claiming through Subscriber whatsoever with respect to the System except under the Limited Warranty, as follows:

Company ("Warrantor") warrants to the Subscriber ("You") the System to be free from defects in materials and workmanship for one year from date of the original installation under normal use and service. Warrantor's obligation is limited to repairing or replacing, with reconditioned parts, at its option, free of charge for parts and labor, any component of the System proven to be defective in materials or workmanship under normal use and service. This Limited Warranty, however, is not transferable and obligations under it terminate if the System is resold by You. This Limited Warranty does not cover defects caused by: physical abuse to, or misuse of, the System or operation thereof in a manner contrary the accompanying instructions.

Should it appear that a defect in material or workmanship in the System exist, You should outline all pertinent detail in a written notice and deliver the notice to Company at the address of Company indicated in the introductory paragraph of this Agreement. Following receipts of the notice a representative of Company will make an inspection of the System; and if a defect in material or workmanship exist in the System, remedial correction action will be scheduled (and taken) within ten (10) calendar days after your notice.

THERE ARE NO EXPRESSED WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF. ALL IMPLIED WARRANTIES, OBLIGATIONS OR LIABILITIES MADE BY WARRANTOR TO YOU IN CONNECTION WITH THE SYSTEM, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, ARE LIMITED IN DURATION TO A PERIOD OF ONE YEAR FROM THE DATE OF ORIGINAL PURCHASE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

IN NO CASE SHALL WARRANTOR BE LIABLE TO YOU OR TO ANYONE CLAIMING THROUGH YOU FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR BREACH OF THIS OR ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, OR UPON ANY OTHER BASIS OF LIABILITY WHATSOEVER, EVEN IF THE LOSS OR DAMAGE IS CAUSED BY WARRANTOR'S OWN NEGLIGENCE OR FAULT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. This Limited Warranty replaces any and all previous warranties, and is the only warranty made by Warrantor on the System.

IV. Limitation of Liability

A. Subscriber understands that local governments or other governmental entities may impose fines, penalties or charges for any false alarm or signal which summons emergency aid unnecessarily. SUBSCRIBER AGREES TO ASSUME ALL RESPONSIBILITY FOR ANY FALSE ALARM OR EMERGENCY SIGNAL GIVEN BY THE SYSTEM ON THE PREMISES. Subscriber agrees to indemnify Company against and hold Company harmless from any Losses (as hereinafter defined) with respect thereto.

B. EVEN IF THE SYSTEM OF SUBSCRIBER IS TESTED REGULARLY AND THE COMPONENTS ARE OPERATING IN ACCORDANCE WITH SPECIFICATIONS, THERE CAN BE NO WARRANTY, REPRESENTATION OR GUARANTY THAT THE SYSTEM WILL NOT BE COMPROMISED OR CIRCUMVENTED BEFORE THE SYSTEM COMMUNICATES AN EMERGENCY SIGNAL TO MONITORING FACILITY OR THAT IT WILL PROVIDE ADEQUATE WARNING IN ANY GIVEN SITUATION. For all these reasons, Subscriber is responsible for insuring life and property with the types and amounts of insurance that Subscriber deems appropriate.

C. Company assumes no liability to Subscriber, or to anyone claiming through Subscriber whatsoever for the System and its operation, except to the extent specified in Section III afore. Subscriber acknowledges and agrees that Company is not an insurer and that the purchase price for the System is not designed to provide insurance coverage. COMPANY MAKES NO GUARANTY, REPRESENTATION OR WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, TO SUBSCRIBER, THAT THE SYSTEM WILL PREVENT LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGES, ECONOMIC OR ANY OTHER LOSS BY BURGLARY, ROBBERY, FIRE OR OTHERWISE, OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE ADEQUATE WARNING OR PROTECTION, NOR DOES COMPANY HAVE OR ASSUME ANY RESPONSIBILITY TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHATSOEVER FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS SUSTAINED AS A RESULT OF ANY CAUSE WHATSOEVER INCLUDING THE NEGLIGENT PERFORMANCE BY COMPANY OR FAILURE TO PERFORM BY COMPANY ANY OBLIGATION UNDER THIS AGREEMENT. IF COMPANY OR COMPANY'S RELATED PARTIES (AS THAT TERM IS HEREINAFTER DEFINED) SHOULD, NEVERTHELESS, BE FOUND LIABLE TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY, FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM

TERMS AND CONDITIONS OF ALARM MONITORING AGREEMENT

This Alarm Monitoring Agreement (hereinafter called this "Agreement") is entered into the date of acceptance thereof by the Company between the Company and the Subscriber indicated on the front page of this Agreement.

II. Monitoring Service

A. Subscriber has furnished Company on the front page of this Agreement under heading "Authorized Individuals To Be Notified," with a written list, in order of priority, of the names and telephone numbers (hereinafter called a "station" in the singular, and "stations" in the plural) of those responsible parties Subscriber designates Company notify (in sequence until contact is made) if Company receives any emergency signal emanating from an alarm protective device (hereinafter called "alarm devices") located on the premises of Subscriber as described under heading "Location Of Alarm Devices" on the front page of this Agreement (hereinafter called the "Premises"). Company shall have no responsibility for the failure, neglect or refusal of any party at a station to respond to the condition nor for errors or mistakes made by Subscriber in the names or telephone numbers of the stations. All changes and revisions to stations shall be supplied to Company in writing, signed by Subscriber and shall be effective only after a reasonable time (but not less than 5 days) after the notification is received by Company.

B. Company shall only monitor the occurrence of conditions and events marked under heading "Conditions Monitored" on the front page of this Agreement; and Company disclaims (and Subscriber accepts that Company is disclaiming) any obligation to monitor the occurrence of any other conditions on the Premises. Company agrees only (i) to monitor signals to Company from alarm devices of Subscriber, (ii) to respond to an alarm condition by a direct telephone call to a station or stations designated by the Subscriber, and (iii) to notify the local authorities (depending on the alarm condition reported) listed under heading "Local Authorities To Be Notified" on the front page of this Agreement by direct telephone call in the event the response received from the Subscriber's designated station so contacted is unsatisfactory in the sole discretion of Company (hereinafter, collectively, called the "Service"); provided, however, that Company shall have absolute discretion to determine which appropriate local authorities are to be notified depending on the alarm condition reported; and further provided that Company shall not be required to give notification of an emergency signal from the alarm devices of Subscriber if Company has reasonable grounds to believe that an emergency condition does not exist.

C. This Agreement as to Subscriber shall become effective only when (i) Subscriber shall have completed, to the extent satisfactory to Company, the information required of Subscriber on the front page of this Agreement and shall have signed this Agreement in the two indicated places, (ii) an authorized agent of Company shall have signed this Agreement after completion of the information on the front page required of Subscriber, (iii) Company shall have accepted payment of the initial installment of the fee (as hereinafter defined) to be paid for the Service by Subscriber, and (iv) when the installer (or other qualified individual) of the alarm devices on the Premises of Subscriber shall have sent an acceptable test signal received and acknowledged as acceptable by Company on the alarm devices of Subscriber which monitors the occurrence of Conditions Monitored.

III. Monitoring Service Fees and Renewal

A. For the Service required of Company under this Agreement Subscriber agrees to pay Company the fee (hereinafter called the "fee") set forth under heading "Fees • Term • Payments", on the front page of this Agreement in the manner likewise set forth on the front page of this Agreement. In the event any installment of the fee is not paid within 10 days after due, Company may impose and collect from Subscriber a delinquency charge of 5% of the matured amount or $5.00, whichever is more.

B. This Agreement shall be for the Initial Term set forth in the heading "Fees • Term • Payments" on the front page of this Agreement, and shall be automatically renewed for successive like periods of time thereafter on the same terms and conditions (except for the fee and the method of payment thereof to Company) unless either Subscriber or Company shall have notified the other of its decision to the contrary at least thirty-(30) days prior to the expiration of Initial Term or the next renewal period of this Agreement, as applicable. If, for any renewed period after the Initial Term, Company shall determine an increase in the fee is appropriate, or a change in the method of payment is proper, Company shall notify Subscriber prior to the expiration of the period for cancellation of this Agreement, with respect to the next renewal period, and if this Agreement is not so canceled by Subscriber, the new fee and new payment schedule shall be deemed accepted by Subscriber and shall be applicable during the next renewal period and all subsequent renewal periods until again changed in accordance with this Agreement.

C. Subscriber shall be in default under this Agreement (i) if Subscriber shall fail to pay any installment of the fee within ten (10) days after due; (ii) if Subscriber shall fail to comply with any term, provision or covenant of this Agreement, other than the payment of installment of the fee, and shall not cure such failure within ten (10) days after written notice thereof to Subscriber, or (iii) to the extent permitted by law, if bankruptcy or insolvency proceedings are commenced against Subscriber.

Upon the occurrence of any such events of default, Company shall have the option, in its sole discretion to, without any notice or demand whatsoever: (i) terminate this Agreement, discontinue the Service to the Subscriber, recover then matured installments of the fee due from the Subscriber, and declare immediately due and payable an amount equal to the remaining fee unpaid by Subscriber during the Initial Term or renewal term, as applicable, or (ii) recover then matured installments of the fee due from Subscriber and continue the Service to Subscriber, in which case, Company shall be entitled to recover, in addition to the matured installments of the fee due, the fees due under this Agreement for the continued Service. Pursuit by Company of any of the aforegoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any damages accruing to Company by reason of the violation of any of the terms, provisions and covenants of this Agreement. Forbearance by Company to enforce one or more of the remedies herein provided upon default by Subscriber shall not be deemed or construed to constitute a waiver of such default.

IV. Limitation on Liability

A. Company owns none of the alarm devices located on the Premises and has no responsibility for the condition and/or functioning thereof; and the maintenance, repair, service, replacement or insurance of the alarm devices are not the obligation or responsibility of Company. After written notice (stating an effective date) to Subscriber, this Agreement may be suspended, in Company's sole discretion, should the alarm devices located on the Premises become so disabled or so substantially damaged that further Service to the Subscriber is reasonably impracticable. The Company has and assumes no liability for interruption of Service due to strike, riots, floods, fires, casualty, failure of equipment, acts of God, or any other causes beyond the reasonable control of Company. Company will not be required to supply Service to a Subscriber while interruption of Service is due to any such cause whether at the Premises or the monitoring location of Company. Since signals from alarm devices to company are usually received by means of the telephone system, Company shall not be responsible for interruption in Service due to any telephone or telephone service failure. The availability of Service and response times are, in the main, governed by the telephone system; and Company assumes no liability for delays caused by said system regardless of where such failure be located.

B. Subscriber is responsible for complying with any local or other governmental ordinances or laws which may require a license, permit fee or other charge with respect to alarm devices. Subscriber understands that local governments or entities may impose fines, penalties or charges for any false alarm or signal which summons emergency aid unnecessarily. SUBSCRIBER AGREES TO ASSUME ALL RESPONSIBILITY FOR ANY FALSE ALARM OR EMERGENCY SIGNAL GIVEN BY THE ALARM DEVICES ON THE PREMISES. Subscriber agrees to indemnify Company against and hold Company harmless from any Losses (as hereinafter defined) with respect thereto. If Company reasonably determines that the alarm devices of Subscriber are generating an excessive number of false alarms or emergency signals, Company may, after written notice to Subscriber, require Subscriber to pay a reasonable surcharge fee for processing false alarms or emergency signals. If Company determines in its sole discretion that excessive generation continues after such notice to Subscriber.

C. EVEN IF THE ALARM DEVICES OF SUBSCRIBER ARE TESTED REGULARLY AND THE COMPONENTS ARE OPERATING IN ACCORDANCE WITH SPECIFICATIONS, THERE CAN BE NO WARRANTY, REPRESENTATION OR GUARANTY THAT IT WILL NOT BE COMPROMISED OR CIRCUMVENTED BEFORE THE ALARM DEVICES COMMUNICATE AN EMERGENCY SIGNAL TO COMPANY OR THAT IT WILL PROVIDE ADEQUATE WARNING IN ANY GIVEN SITUATION. For all these reasons, Subscriber is responsible for insuring life and property with the types and amounts of insurance that Subscriber deems appropriate.

D. Company assumes no liability to Subscriber, or to anyone claiming through Subscriber whatsoever for the Service, except to the extent specified in Paragraph E. below. Subscriber acknowledges and agrees that Company is not an insurer and that the fee is not designed to provide insurance coverage. COMPANY MAKES NO GUARANTY, REPRESENTATION OR WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, TO SUBSCRIBER, THAT THE SERVICE WILL PREVENT LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR ANY OTHER LOSS BY BURGLARY, ROBBERY, FIRE OR OTHERWISE, OR THAT THE SERVICE WILL IN ALL CASES PROVIDE ADEQUATE WARNING OR PROTECTION, NOR DOES COMPANY HAVE OR ASSUME ANY RESPONSIBILITY TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHATSOEVER FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS SUSTAINED AS A RESULT OF ANY CAUSE WHATSOEVER INCLUDING THE NEGLIGENT PERFORMANCE BY COMPANY OR FAILURE TO PERFORM BY COMPANY ANY OBLIGATION UNDER THIS AGREEMENT. IF COMPANY OR COMPANY'S RELATED PARTIES (AS THAT TERM IS HEREINAFTER DEFINED) SHOULD, NEVERTHELESS, BE FOUND LIABLE TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY, FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER, EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS, COMPANY'S AND COMPANY'S RELATED PARTIES' COLLECTIVE TOTAL MAXIMUM LIABILITY IS LIMITED TO AND SHALL NOT IN ANY CASE EXCEED THE GREATER OF AN AMOUNT EQUAL TO ONE-HALF (1/2) THE FEE OR $250.00, WHICH SHALL BE THE COMPLETE AND EXCLUSIVE REMEDY AGAINST COMPANY.

E. Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damage, if any, which may proximately result from a failure by Company to perform any of the obligations contained in this Agreement, because of, among other things:

(1) the uncertain amount of value of a Subscriber's property or the property of others kept on the Premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the Service is designed to detect or avert;

(2) the uncertainty of the response time of any police or fire department, should the police or fire department be dispatched by Company; and

(3) the inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform.

SUBSCRIBER UNDERSTANDS AND AGREES THAT IF COMPANY OR COMPANY'S RELATED PARTIES SHOULD BE FOUND LIABLE TO SUBSCRIBER OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY, FOR LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER, EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS, COMPANY'S AND COMPANY'S RELATED PARTIES' COLLECTIVE TOTAL MAXIMUM LIABILITY IS LIMITED TO AND SHALL NOT IN ANY CASE EXCEED THE GREATER OF AN AMOUNT EQUAL TO ONE-HALF (1/2) THE FEE RECEIVABLE BY COMPANY UNDER THIS AGREEMENT OR $250.00, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AND THIS LIABILITY SHALL BE EXCLUSIVE. COMPANY AND COMPANY'S RELATED PARTIES SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES EXCEPT TO THE EXTENT OF THE LIQUIDATED DAMAGES HEREIN PROVIDED.

F. In the event any third party, including any insurance carrier of Subscriber, a person claiming through Subscriber or any other third party, makes any claim or commences any action against Company related in any manner to this Agreement or the Service regardless of cause or origin, whether based upon or due to alleged defects, acts or omissions, active or passive negligence, strict or product liability, breach of warranty or contract, or otherwise, Subscriber agrees to indemnify Company and to hold Company harmless against all Losses in excess of the monetary limits provided in Paragraph D and E of this Section.

G. WHEN SUBSCRIBER AGREES TO INDEMNIFY COMPANY IN THIS AGREEMENT, SUBSCRIBER (AT HIS SOLE COST AND EXPENSE) AGREES TO INDEMNIFY, KEEP INDEMNIFIED, DEFEND AND HOLD COMPANY, AND ANY OF ITS PRESENT OR FUTURE OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, SUBSIDIARIES, AGENTS, SUCCESSORS, ASSIGNEES, CONTRACTORS, LICENSEES OR AFFILIATES AND ANY OTHER PERSON WHOMSOEVER ACTING FOR OR ON BEHALF OF COMPANY (COLLECTIVELY, HEREIN CALLED "COMPANY'S RELATED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, FEES (INCLUDING ATTORNEY'S FEES), COSTS (INCLUDING COSTS OF COURT), AND EXPENSES (COLLECTIVELY, HEREIN CALLED "LOSSES") IN ANY WAY OR MANNER WHATSOEVER ARISING FROM OR ATTRIBUTABLE TO THE MATTER(S) BEING INDEMNIFIED AGAINST EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS. EACH AND EVERY COVENANT BY SUBSCRIBER TO INDEMNIFY AND HOLD COMPANY HARMLESS SHALL SURVIVE THE EXPIRATION, TERMINATION OR CANCELLATION OF THIS AGREEMENT.

ACKNOWLEDGEMENT OF CUSTOMER

SUBSCRIBER SPECIFICALLY ACKNOWLEDGES THAT THE LIMITED LIABILITY ASPECT OF THIS AGREEMENT CONSTITUTES THE ESSENCE OF SAME AND SUBSCRIBER SPECIFICALLY AGREES TO BE BOUND, WITHOUT LIMITATION OR RESERVATION, TO EACH AND EVERY PROVISION OF THE PARAGRAPHS CONTAINED IN THE "LIMITATION ON LIABILITY" SECTION OF THIS AGREEMENT INCLUDING THOSE PARAGRAPHS REDUCING, LIMITING OR ELIMINATING WARRANTIES, REPRESENTATIONS, CONTRACTUAL OBLIGATIONS AND DAMAGES AND REQUIRING INDEMNIFICATION. SUBSCRIBER FULLY UNDERSTANDS THAT EXECUTION OF THIS ACKNOWLEDGEMENT CONSTITUTES A SPECIFIC INDUCEMENT FOR COMPANY TO EFFECTUATE THIS AGREEMENT.



SUBSCRIBER

V. Assignment, Transfer or Subcontracting

A. Company may assign its rights, obligations under this Agreement or subcontract its obligations and rights under this Agreement, in whole or in part, without any written consent of Subscriber. Subscriber hereby consents to and shall acknowledge every such assignment or subcontract as shall be requested by written notice given by Company to Subscriber. Subscriber further covenants and agrees that, (i) any such assignee or subcontractor shall have and be entitled to exercise any and all discretion, rights and powers of Company, under this Agreement, but such subcontractor's or assignee's liability shall be limited as set forth in this Agreement to the same extent as Company's (ii) after notice from Company to do so, Subscriber will perform all of his obligations under this Agreement for the benefit of the subcontractor or assignee, and will pay all installments of the fee and any and all other amounts payable to Company by Subscriber under this Agreement to such subcontractor or assignee or to any other party designated by such subcontractor or assignee, notwithstanding any defense or claim of whatever nature, either by reason of breach of this Agreement or otherwise which Subscriber may now or hereafter have as against Company (Subscriber reserving his right to have recourse directly against Company on account of any such defenses or claims), and (iii) if Company shall fully assign its rights under this Agreement and give written notice thereof to Subscriber, then Company shall be released from and after the date of such Assignment of further responsibility under this Agreement (such provision not altering the provisions of clause (ii) alone) and, (iv) Subscriber shall execute and deliver to Company and its assignee or subcontractor such documentation or instruments as Company or its assignee or subcontractor may reasonably require.

B. This Agreement is not assignable by Subscriber except upon the written consent of Company, which shall be at Company's sole discretion.

VI. Miscellaneous

A. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and shall be mailed by first class or express mail, postage prepaid, registered or certified with return receipt requested, or sent by telex, telegram, telecopy or other similar form of rapid transmission, or personally delivered to the receiving party. All such communications shall be mailed, sent or delivered at the physical address indicated on the first page of this Agreement or at such other address as either party may have furnished the other party in writing. Any communication so addressed and mailed shall be deemed to be given when so mailed, and any notice so sent by rapid transmission shall be deemed to be given when receipt of such transmission is acknowledged by the receiving operator or equipment, and any communication so delivered in person shall be deemed to be given when receipted for by Subscriber or Company, as the case may be. All invoices by Company notifying Subscriber that an installment of the fee is due shall be mailed by first class mail, postage prepaid, to the billing address of Subscriber indicated in the introductory provision of this Agreement (or such other address as Subscriber has furnished pursuant to the provisions of this Paragraph A) and such invoices so addressed and mailed shall be deemed to be given when so mailed.

B. This Agreement shall be governed by the laws of the State of Texas and the United States of America. This Agreement may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter of this Agreement, and merges and shall supersede all prior agreements, commitments, representations, writings, negotiations and discussions between them except that all acknowledgments, representations and warranties made to Company herein shall survive the execution and delivery of this Agreement. Headings to Sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provisions hereof. The pronouns used in this Agreement shall be construed as masculine, feminine or neuter, singular or plural, as the occasion may require. Unless the content otherwise specifies or requires, the informational terms delineated, defined and amplified on the first page of this Agreement shall have the same meaning throughout this Agreement. All schedules or exhibits annexed hereto and all documents referred to herein are hereby incorporated in and made a part of this Agreement as set forth in full herein. Each individual signing this Agreement represents and warrants to every party hereto that he is duly authorized to execute same in the capacity stated and as an act of the entity for whom he signs. Time is of the essence to this Agreement and each and every provision thereof. If any provision of this Agreement is held illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be automatically added as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. This provision shall be deemed paramount and control over all other provisions of this Agreement. This Agreement shall be binding on the heirs, personal representatives, successors and assigns of the parties hereto. This Agreement may be executed in several counterparts, each of which shall be fully effective as an original and all of which, together, shall constitute one and the same instrument. Whenever Company is entitled to consent to any act, matter or thing, "with or without cause", or whenever in this Agreement any act, matter or thing is to be "satisfactory to Company", "acceptable to Company", "approved by Company", or words of similar import, or whenever in this Agreement Company is entitled to act or not to act "in its sole discretion" or otherwise whenever in this Agreement Company is granted discretion, such discretion, acceptance, consent, approval or satisfaction (or lack thereof) may be withheld or exercised by Company, as the case may be, for any reason or for no reason, whether or not such refusal or exercise is arbitrary, uncontrolled or unreasonable, and any such refusal or exercise shall not be subject to appeal to or to adjudication by courts of law or otherwise.

C. This Agreement is binding on Company only if signed on the first page of this Agreement by a duly authorized representative of Company. This Agreement may only be altered or modified by a document in writing signed by both parties hereto.

COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER	COMMUNICATOR MAKE & MODEL DATE ON LINE	DEALER	
		sonia	1-19-11

SUBSCRIBER

NAME: Hidalgo County WIC program
ADDRESS: 3105 W University Dr STREET: SUITE/APT. NO: 78539
CITY: Edinburg STATE: TX ZIP CODE:
TEL. NO. ( ) 781-4920 ( )
FAX NO. ( ) S. S. NO.
TDL#

COMPANY

Superior Alarms
600 Ash Avenue, McAllen, TX 78501
Ph. (956) 682-6005
FAX (956) 630-2434

LOCATION OF ALARM DEVICES

Physical Address 300 Hall Acres ste A City pharr State TX Zip 78577
Directions to Subscriber's Location:

CONDITIONS MONITORED

☐ Fire ☐ Hold-up ☐ Burglar ☐ Panic ☐ Low Batt ☐ Medical ☐ Close ☐ Open ☐ Other

TYPE OF INSTALLATION

☒ Business ☐ Warehouse ☐ Office ☐ Store ☐ Factory ☐ Other

CODES ZONES / DESCRIPTIONS (ATTACH SEPARATE SHEET OF PAPER IF NECESSARY)

ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY YES	VERIFY NO	AUDIBLE YES	AUDIBLE NO	ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY YES	VERIFY NO	AUDIBLE YES	AUDIBLE NO

LOCAL AUTHORITIES TO BE NOTIFIED

CODE	AUTHORITY	NAME	TELEPHONE NUMBER
	Local Police Department	pharr P. D.	( )
	Local Fire Department		( )
	Other		( )
	Other		( )

AUTHORIZED INDIVIDUALS TO BE NOTIFIED

IN ORDER OF PRIORITY (Individuals to be notified in the event of an alarm condition. Calls are made in sequence until contact is made.)

	NAME	PRIMARY PHONE # (Desc)	ALTERNATE PHONE # (Desc)	CODE WORD
1	Hidalgo Co. WIC	781-4920 ( )	( )	1224
2	Maritza	457-5014 ( )	( )	
3	Bertha Silva	802-4779 ( )	( )	
4	Elda Lozano	212-5154 ( )	( )	
5		( )	( )	

Phone Descriptions are: B = Beeper, C = Car, D = Digital Pager, H = Home, W = Work, V = Voice Pager

FOR OPEN / CLOSE MONITORING ONLY

Check for appropriate open/close:
☐ Log only (no action) ☐ Supervised (action outside specified timed) Action to be taken
Supervised schedule below: use your local time.

	SUN	MON.	TUES.	WED.	THURS.	FRI.	SAT.
OPEN							
CLOSE							

Early Open Allowance
Late Open Allowance
Late Close Allowance
Mailed to:

Activity Report ☐ Yes ☐ No ☐ Monthly

FEES • TERMS • PAYMENTS

INITIAL TERM: X 3 Year(s) Annual Fee $ 120.00 + tax

36 No. of payments equal payments of $ 10.00, each payable monthly on the 1st day of _____, beginning Feb 1st 11, and continuing regularly and monthly thereafter.

Subject to Terms and Conditions of this [illegible] (including those on the reverse side), the [illegible] agrees to suscribe for monitoring by Company. SUBSCRIBER MUST SIGN IN THREE PLACES

ACCEPTED:
By Title
Date
For Office Use Only Entered by Checked by

X SIGNATURE OF SUBSCRIBER DATE

SIGN HERE

WHITE - SUPERIOR ALARMS PINK - CUSTOMER COPY

FOR SUPERIOR CENTRAL STATION, INC. USE ONLY REV. A

Monitoring Information Approved By Date
Monitoring Information Entered By Date
Billing Information Completed By Date
Billing Information Entered By Date
Form Filed in Customer File By Date

Approved by:
Date

AI-24991 **13.E.**

Payment Card Industry (PCI) Data Security Standard Assessment Questionaire A

CC CONSENT

Date:	02/01/2011
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting approval for the Hon. Armando Barrera Jr., Hidalgo County Tax Assessor Collector or Agent to apply, sign and execute the annual required "Payment Card Industry Data Security Standard Attestation of compliance for Self-Assessment Questionnaire A (SAQ-A)".

BACKGROUND

The "Payment Card Industry (PCI) Data Security Standard Attestation of Compliance for Self-Assessment Questionnaire A" is required and processed annually by the "Texas Online Website's Credit Card" for transactions through Electronic Clearing House,Inc. for the "Internet Vehicle Title Registration System (IVTRS)" with Texas NICUSA through the Texas Department Of Information Resources (DIR) as by Hidalgo County Tax Office and previously approved by Commissioners Court on 05/11/2010.

Fiscal Impact

FISCAL YEAR:	ACCT. #:
FUNDS AVAILABLE Y/N?:	MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: PCI FORM

Link: C-10-222-05-11-Texas NICUSA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/26/2011 03:15 PM	APRV
2	Budget & Management	Angela Garcia	01/27/2011 07:44 AM	APRV
3	Perla Lopez	Perla Lopez	01/27/2011 09:33 AM	APRV
4	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Vangie Garcia — Started On: 01/25/2011 01:56 PM

Final Approval Date: 01/28/2011



Payment Card Industry (PCI)

Data Security Standard

Attestation of Compliance for Self-Assessment Questionnaire A

Version 1.2

October 2008

Attestation of Compliance, SAQ A

Instructions for Submission

The merchant must complete this Attestation of Compliance as a declaration of the merchant's compliance status with the *Payment Card Industry Data Security Standard (PCI DSS) Requirements and Security Assessment Procedures.* Complete all applicable sections and refer to the submission instructions at "PCI DSS Compliance – Completion Steps" in this document.

Part 1. Qualified Security Assessor Company Information (if applicable)

Company Name:					
Lead QSA Contact Name:		Title:			
Telephone:		E-mail:			
Business Address:		City:			
State/Province:		Country:		ZIP:	
URL:					

Part 2. Merchant Organization Information

Company Name:		DBA(S):			
Contact Name:		Title:			
Telephone:		E-mail:			
Business Address:		City:			
State/Province:		Country:		ZIP:	
URL:					

Part 2a. Type of merchant business (check all that apply):

☐ Retailer ☐ Telecommunication ☐ Grocery and Supermarkets

☐ Petroleum ☐ E-Commerce ☐ Mail/Telephone-Order ☐ Others (please specify):

List facilities and locations included in PCI DSS review:

Part 2b. Relationships

Does your company have a relationship with one or more third-party service providers (for example, gateways, web-hosting companies, airline booking agents, loyalty program agents, etc)?	☐ Yes ☐ No
Does your company have a relationship with more than one acquirer?	☐ Yes ☐ No

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Part 2c. Eligibility to Complete SAQ A

Merchant certifies eligibility to complete this shortened version of the Self-Assessment Questionnaire because:

☐	Merchant does not store, process, or transmit any cardholder data on merchant premises but relies entirely on third party service provider(s) to handle these functions;
☐	The third-party service provider(s) handling storage, processing, and/or transmission of cardholder data is confirmed to be PCI DSS compliant;
☐	Merchant does not store any cardholder data in electronic format; **and**
☐	If Merchant does store cardholder data, such data is only in paper reports or copies of receipts and is not received electronically.

Part 3. PCI DSS Validation

Based on the results noted in the SAQ A dated *(completion date)*, *(Merchant Company Name)* asserts the following compliance status (check one):

☐ **Compliant:** All sections of the PCI SAQ are complete, and all questions answered "yes," resulting in an overall **COMPLIANT** rating, thereby *(Merchant Company Name)* has demonstrated full compliance with the PCI DSS.

☐ **Non-Compliant:** Not all sections of the PCI SAQ are complete, or some questions are answered "no," resulting in an overall **NON-COMPLIANT** rating, thereby *(Merchant Company Name)* has not demonstrated full compliance with the PCI DSS.

Target Date for Compliance:

An entity submitting this form with a status of Non-Compliant may be required to complete the Action Plan in Part 4 of this document. *Check with your acquirer or the payment brand(s) before completing Part 4, since not all payment brands require this section.*

Part 3a. Confirmation of Compliant Status

Merchant confirms:

☐	PCI DSS Self-Assessment Questionnaire A, Version *(SAQ version #)*, was completed according to the instructions therein.
☐	All information within the above-referenced SAQ and in this attestation fairly represents the results of my assessment.
☐	I have read the PCI DSS and I recognize that I must maintain full PCI DSS compliance at all times.

Part 3b. Merchant Acknowledgement

Signature of Merchant Executive Officer ↑	*Date* ↑
Merchant Executive Officer Name ↑	*Title* ↑

Merchant Company Represented ↑

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Part 4. Action Plan for Non-Compliant Status

Please select the appropriate "Compliance Status" for each requirement. If you answer "NO" to any of the requirements, you are required to provide the date Company will be compliant with the requirement and a brief description of the actions being taken to meet the requirement. *Check with your acquirer or the payment brand(s) before completing Part 4, since not all payment brands require this section.*

PCI DSS Requirement	Description of Requirement	Compliance Status (Select One)		Remediation Date and Actions (if Compliance Status is "NO")
		YES	NO	
9	Restrict physical access to cardholder data	☐	☐	
12	Maintain a policy that addresses information security	☐	☐	

3. **Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:**

a) Renovations of administration building

b) Other ongoing county owned building construction, renovation repair projects

c) Emergency situations occurring since last agenda meeting

NO ACTION taken on items 23.A.1-3.a, b & c.

B. Pct. 4

1. **AI-21097 a. Requesting approval of a professional services agreement with HARVEY L. HEERSSEN d/b/a HLH APPRAISAL SERVICES for the purposes of "Review of Appraisal Services" (with TxDOTROWIS A-10) for the (North "I" Road Project) "on an as needed basis" for Hidalgo County Precinct No. 4 and (as selected for negotiations through County's protocol from the "POOL" of Appraisers by C.C. on 04/06/10).**

On motion of Commissioner Palacios, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval.

b. Requesting approval of a professional services agreement with HARVEY L. HEERSSEN d/b/a HLH APPRAISAL SERVICES for the purposes of "Review of Appraisal Services" (with TxDOTROWIS A-10) for the (San Carlos Drainage Improvements Project) "on an as needed basis" for Hidalgo County Precinct No. 4 and (as selected for negotiations through County's protocol from the "POOL" of Appraisers by C.C. on 04/20/10).

On motion of Commissioner Garza, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

C. Facilities Management:

1. **AI-21080 Recommending award of bid and approval of contracts to lowest bidder meeting all specifications and/or requirements as attached hereto for: Hidalgo County Facilities Management Office-"Computerized Maintenance Management Software System" RFB No.: 2010-027-03-03-sma**

On motion of Commissioner Palacios, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote to approve with bigWebApps, Inc.

D. Tax Office

1. **AI-21082 a. Presentation for discussion, consideration, and acceptance to utilize the "Texas Online Website's Credit Card" transactions through Electronic Clearing House, Inc. for the "Internet Vehicle Title Registration System (IVTRS)" with Texas NICUSA through the Texas Department Of Information Resources (DIR) as requested by Hidalgo County Tax Office;**

On motion of Commissioner Palacios, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval.

b. Presentation for discussion, consideration and approval of an amendment to the Internet Vehicle Title Registration System's Contract due to name change. Texas NICUSA is the new awarded vendor for the Texas Online's Website's Credit Card Transactions under the DIR PROGRAM.

On motion of Commissioner Palacios, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval.

c. Requesting approval for the Hon. Armando Barrera Jr., Hidalgo County Tax Assessor Collector or Agent to sign and execute newly required "Payment Card Industry Data Security Standard Attestation of Compliance for Self-Assessment Questionnaire A (SAQ-A)".

On motion of Commissioner Palacios, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval.

E. Co. Wide

1. HIDALGO COUNTY RE: REAL ESTATE ACQUISITIONS-

Requesting authority to obtain and approval of (when applicable), including, but not limited to, the following items necessary in anticipation of real property/estate acquisition(s): fair market value appraisals, inspections, surveys, all phases-environmental assessments, title reports or title policies services, commercial contracts (improved property) or option contracts with authority for County Auditor to issue required earnest money payment(s) or option payment(s) and County Judge or Presiding Officer to execute necessary/required document(s)

NO ACTION taken on this item.

24. Adjourn

On motion of Commissioner Palacios, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval to Adjourn.

AI-21082 **23.D.1.**

TexasOnline (Website Credit Card Transactions)

CC REGULAR

Date: 05/11/2010

Submitted By: Vangie Garcia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Sub-category:** Tax Office

Information

CAPTION

a. Presentation for discussion, consideration, and acceptance to utilize the "Texas Online Website's Credit Card" transactions through Electronic Clearing House, Inc. for the "Internet Vehicle Title Registration System (IVTRS)" with Texas NICUSA through the Texas Department Of Information Resources (DIR) as requested by Hidalgo County Tax Office;

b. Presentation for discussion, consideration and approval of an amendment to the Internet Vehicle Title Registration System's Contract due to name change. Texas NICUSA is the new awarded vendor for the Texas Online's Website's Credit Card Transactions under the DIR PROGRAM.

c. Requesting approval for the Hon. Armando Barrera Jr., Hidalgo County Tax Assessor Collector or Agent to sign and execute newly required "Payment Card Industry Data Security Standard Attestation of Compliance for Self-Assessment Questionnaire A (SAQ-A)".

BACKGROUND

Attachment is for line item C only, was not provided information for line item B (please see internal comments) and as per Ms. Gloria Guerrero from Texas Department of Motor Vehicle, original contract initiated by Texas Department of Motor Vehicles to include Hidalgo County Tax Office for compliance purposes.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact, amendment to reflect the new awarded vendor, Texas NICUSA.

Attachments

Link: PCI FORM

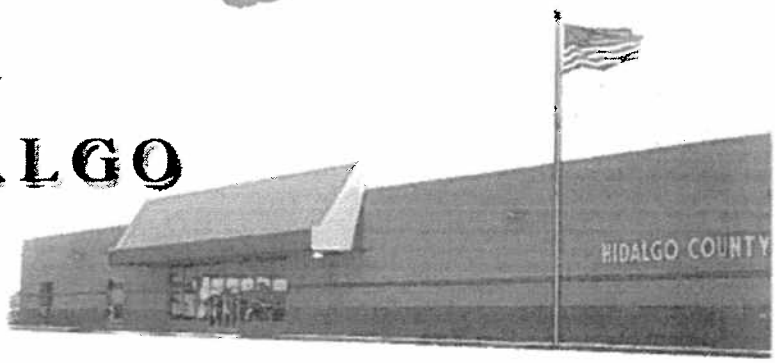
Link: Memo

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Vangie Garcia	05/05/2010 08:36 AM	CREATED
1	Purchasing Department	Marty Salazar	05/06/2010 01:45 PM	APRV
2	Budget & Management	Erika Zamora	05/06/2010 01:50 PM	APRV
3	Perla Lopez	Perla Lopez	05/07/2010 02:48 PM	APRV
4	Auditor's Office			NEW
Form Started By: Vangie Garcia			Started On: 05/05/2010 08:36 AM	

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

Auto License
2804 S. Bus. Hwy. 281

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2158 • Fax (956) 318-2191

Memorandum

To: Martha L. Salazar
Purchasing Agent

From: Armando Barrera Jr.
Tax Assessor & Collector

Date: April 29, 2010

Subject: New Vendor for TexasOnline

We would like to amend the IVTRS (Internet Vehicle Title Registration System) contract because of a change in Vendor. NICUSA will be the new vendor responsible for managing the Texas Online website's credit card transactions through Electronic Clearing House Inc. We would appreciate if this amendment can be placed for consideration and approval at the next Hidalgo County Commissioner's Court meeting. We will need the original SAQ-A stamped approved and dated by the Hidalgo County Commissioners Court.

Items to be placed on agenda:

A. Presentation for discussion, consideration, acceptance and approval of IVTRS (Internet Vehicle Title Registration System) vendor change. NICUSA is a new vendor responsible for managing the TexasOnline website's credit card transactions. Electronic Clearing House, Inc. will be used to process payments for the new vendor. A written security policy is required by the Payment Card Industry Data Security Standard.

B. Presentation for discussion, consideration, acceptance and approval of authority for the Hon. Armando Barrera Jr. Hidalgo County Tax Assessor Collector or Agent to sign and execute newly required Self-Assessment Questionnaire A. (SAQ-A).

HS/sc

Tax Office Sub-Stations

509 Earling Rd.
San Juan, TX 78589
(956) 283-1645
Fax (956) 283-1855

1902 Joe Stephen
Weslaco, TX 78596
(956) 973-7825
Fax (956) 973-7829

702 Breyfogle Rd.
Mission, TX 78575
(956) 581-8898
Fax (956) 580-7425

300 E. Hackberry
McAllen, TX 78501
(956) 686-6790
Fax (956) 994-0232



Payment Card Industry (PCI)
Data Security Standard

Attestation of Compliance for Self-Assessment Questionnaire A

Version 1.2

October 2008

Attestation of Compliance, SAQ A

Instructions for Submission

The merchant must complete this Attestation of Compliance as a declaration of the merchant's compliance status with the *Payment Card Industry Data Security Standard (PCI DSS) Requirements and Security Assessment Procedures.* Complete all applicable sections and refer to the submission instructions at "PCI DSS Compliance – Completion Steps" in this document.

Part 1. Qualified Security Assessor Company Information (if applicable)

Company Name:			
Lead QSA Contact Name:		Title:	
Telephone:		E-mail:	
Business Address:		City:	
State/Province:		Country:	ZIP:
URL:			

Part 2. Merchant Organization Information

Company Name:	HIDALGO COUNTY TAX COLLECTORS OFFICE	DBA(S):	2108		
Contact Name:	SANTOS CASTILLEJA III	Title:	ACCOUNTANT		
Telephone:	956-292-7000 EXT. 4764	E-mail:	santos.castilleja@taxoffice.co.hidalgo.tx.us		
Business Address:	2802 S. US BUS. HWY 281	City:	EDINBURG		
State/Province:	Texas	Country:	USA	ZIP:	78539
URL:					

Part 2a. Type of merchant business (check all that apply):

☐ Retailer ☐ Telecommunication ☐ Grocery and Supermarkets

☐ Petroleum ☒ E-Commerce ☐ Mail/Telephone-Order ☒ Others (please specify): Title & Registration of Vehicles in Hidalgo County

List facilities and locations included in PCI DSS review: Edinburg Office

Part 2b. Relationships

Does your company have a relationship with one or more third-party service providers (for example, gateways, web-hosting companies, airline booking agents, loyalty program agents, etc)? ☒ Yes ☐ No

Does your company have a relationship with more than one acquirer? ☐ Yes ☒ No

Part 2c. Eligibility to Complete SAQ A

Merchant certifies eligibility to complete this shortened version of the Self-Assessment Questionnaire because:

☒ Merchant does not store, process, or transmit any cardholder data on merchant premises but relies entirely on third party service provider(s) to handle these functions;

☒ The third-party service provider(s) handling storage, processing, and/or transmission of cardholder data is confirmed to be PCI DSS compliant;

☒ Merchant does not store any cardholder data in electronic format; **and**

☒ If Merchant does store cardholder data, such data is only in paper reports or copies of receipts and is not received electronically.

Part 3. PCI DSS Validation

Based on the results noted in the SAQ A dated *(completion date)*, *(Merchant Company Name)* asserts the following compliance status (check one):

☒ **Compliant:** All sections of the PCI SAQ are complete, and all questions answered "yes," resulting in an overall **COMPLIANT** rating, thereby *(Merchant Company Name)* has demonstrated full compliance with the PCI DSS.

☐ **Non-Compliant:** Not all sections of the PCI SAQ are complete, or some questions are answered "no," resulting in an overall **NON-COMPLIANT** rating, thereby *(Merchant Company Name)* has not demonstrated full compliance with the PCI DSS.

Target Date for Compliance:

An entity submitting this form with a status of Non-Compliant may be required to complete the Action Plan in Part 4 of this document. *Check with your acquirer or the payment brand(s) before completing Part 4, since not all payment brands require this section.*

Part 3a. Confirmation of Compliant Status

Merchant confirms:

☒ PCI DSS Self-Assessment Questionnaire A, Version *(SAQ version #)*, was completed according to the instructions therein.

☒ All information within the above-referenced SAQ and in this attestation fairly represents the results of my assessment.

☒ I have read the PCI DSS and I recognize that I must maintain full PCI DSS compliance at all times.

Part 3b. Merchant Acknowledgement

Signature of Merchant Executive Officer ↑	*Date* ↑ 4/29/2010
ARMANDO BARRERA JR.	HIDALGO COUNTY TAX ASSESSOR COLLECTOR
Merchant Executive Officer Name ↑	*Title* ↑

Merchant Company Represented ↑

Part 4. Action Plan for Non-Compliant Status

Please select the appropriate "Compliance Status" for each requirement. If you answer "NO" to any of the requirements, you are required to provide the date Company will be compliant with the requirement and a brief description of the actions being taken to meet the requirement. *Check with your acquirer or the payment brand(s) before completing Part 4, since not all payment brands require this section.*

PCI DSS Requirement	Description of Requirement	Compliance Status (Select One) YES	NO	Remediation Date and Actions (if Compliance Status is "NO")
9	Restrict physical access to cardholder data	☒	☐	
12	Maintain a policy that addresses information security	☒	☐	

APPROVED BY
COMMISSIONERS' COURT
ON: 5/11/10

Credit Card Security Policies

It is the policy of the HIDALGO County Tax Assessor/Collector to abide by the following credit card security policies.

POLICIES:
All credit card data (or cardholder data) printed on paper or received by fax or email must be protected against unauthorized access. Cardholder data is any personally-identifiable data associated with a cardholder. Examples include but are not limited to: account number, expiration date, card type, name, address, social security number, and Card Validation Code (e.g., three-digit or four-digit value printed on the front or back of a payment card referred to as CVV2 or CVC2).

- Do not keep cardholder data or copies of chargebacks with credit card numbers on file.
- Do not enter or store credit card numbers in databases, including computer hard drives, CDs, disks, and other external storage media.
- Do not transmit credit card data via email or the Internet unless the connection is secure or the information encrypted.
- Shred any existing paper documents that contain credit card or card holder data. Do not discard in the trash.
- Do not publicly display credit card data or leave unattended, even on your desk or the desk of a co-worker. Do not disclose credit card data.

Approved by: ARMANDO BARRERA JR.
Date: 4/29/10
(County Official's Name)

NIC™ the people behind eGovernment

Portal Test Acceptance Confirmation

Please Fax to 512.467.3994

Partner /Service Name: Hidalgo Cnty VehReg / 2108
[Should include Merchant/Service Code from TPE]

Trace Number = 108VR00TEST423

Last 4 digits of bank account: 9617
Depository Account

Please confirm amount deposited: $ 0.36

I confirm that the test transactions deposited as directed into the appropriate partner bank account.

Santos Castillejo III
Partner Signature

956-292-7000 ext 4764
Partner Phone Number

4/14/10
Date

For Egov use only	Service Enabled by	
	Test Order ID(s)	

TPE USER SET-UP FORM

DATE 04 29 10

To receive a login to use the refund application or view processed transactions, please complete the following information and return it to your TexasOnline representative.

Environment Info: **Production** XX **Test** _____ **(Select One)**

Account Action: **Add** XX Change _____ Delete _____ **(Select One)**

Vendor Name(s): HIDALGO CNTY VEHREG

(Fill in your County name here. Example: **Bexar** Don't remove 'CNTY VEHREG')

Vendor ID(s): 2108

(Place a "2" in front of your county's number. Example: Bexar (015) = 2015)

Organization Name:	HIDALGO CO. AUTO LICENSE
Organization Address:	2804 S. BUS HWY 281
Organization City / State / Zip:	EDINBURG, TX 78539
User Name:	SANTOS CASTILLEJA III
User Telephone:	956-292-7000 ext. 4764
User Mobile:	
User Email:	santos.castilleja@taxoffice.co.hidalgo.tx.us
County Approval By:	
State Approval:	TxDMV- VTR Div.
State Agency Number:	608

Will this account perform credit card refunds? Yes _ No XX

Will this account perform ACH refunds? Yes __ No XX

(ACH refunds are not allowed for entities reporting to the State Treasury or Treasury Trust.)

For TexasOnline Use:

TPE USER SET-UP FORM

DATE 4/29/10

To receive a login to use the refund application or view processed transactions, please complete the following information and return it to your TexasOnline representative.

Environment Info: **Production** XX **Test** _____ **(Select One)**

Account Action: **Add** XX Change _____ Delete _____ **(Select One)**

Vendor Name(s): HIDALGO CNTY VEHREG

(Fill in your County name here. Example: **Bexar** Don't remove 'CNTY VEHREG')

Vendor ID(s): 2108

(Place a "2" in front of your county's number. Example: Bexar (015) = 2015)

Organization Name:	HIDALGO CO. AUTO LICENSE
Organization Address:	2804 S. BUS. WHY 281
Organization City / State / Zip:	EDINBURG TX 78539
User Name:	JULIA CANTU
User Telephone:	956-289-7461
User Mobile:	
User Email:	julie.cantu@taxoffice.co.hidalgo.tx.us
County Approval By:	
State Approval:	TxDMV- VTR Div.
State Agency Number:	608

Will this account perform credit card refunds? Yes __ No XX

Will this account perform ACH refunds? Yes __ No XX

(ACH refunds are not allowed for entities reporting to the State Treasury or Treasury Trust.)

For TexasOnline Use:

User ID Assigned _____

User Role Provided _____

TPE USER SET-UP FORM

DATE 4/29/10

To receive a login to use the refund application or view processed transactions, please complete the following information and return it to your TexasOnline representative.

Environment Info: **Production** XX **Test** _____ **(Select One)**

Account Action: **Add** XX Change _____ Delete _____ **(Select One)**

Vendor Name(s): HIDALGO CNTY VEHREG

(Fill in your County name here. Example: **Bexar** Don't remove 'CNTY VEHREG')

Vendor ID(s): 2108

(Place a "2" in front of your county's number. Example: Bexar (015) = 2015)

Organization Name: HIDALGO CO. AUTO LICENSE

Organization Address: 2804 S.B. HWY 281

Organization City / State / Zip: EDINBURG TX 78539

User Name: VERONICA AREVALO

User Telephone: 956 289 7460

User Mobile: _____

User Email: veronica.arevalo@taxoffice.co.hidalgo.tx.us

County Approval By: _____

State Approval: TxDMV- VTR Div.

State Agency Number: 608

Will this account perform credit card refunds? Yes __ No XX

Will this account perform ACH refunds? Yes __ No XX

(ACH refunds are not allowed for entities reporting to the State Treasury or Treasury Trust.)

For TexasOnline Use:

User ID Assigned _____

User Role Provided

RTS II Internet Online Renewal Enrollment Form
IVTRS
(Confidential)

The following information is needed for your county to use the Internet Online Registration Renewal Event. This form should be completed and given to your VTR Regional Representative or mailed to the VTR Customer Help Desk, 4000 Jackson Ave, Austin, TX 78731. If you have any questions concerning this form, please contact the VTR Customer Help Desk at 1-877-933-2020 or your local VTR Regional Office representative.

COUNTY INFORMATION

- The Department will provide a picture of your courthouse on your site.
- The following information will also appear on the site for customers to view:
  - TAC Name ARMANDO BARRERA JR RTA
  - Hours of Operation 8:00 A.M. to 5:00 P.M.
  - General e-mail address for county auto.renewals@co.hidalgo.tx.us
  - Phone number (956)318-2158
  - Links to other pages (such as county home page)_____

Additional information needed to support IVTRS:

- Does your county provide a website? X Y ___N; URL Address http://www co.hidalgo.tx.us
- If so, will you provide a link from your website to www.texasonline.com for your customers? X Y ____N_
- Contact name and phone number for county IT/IS employee.(employee that is responsible for maintaining county web page) RENAN RAMIREZ (956)318-2151

DUTIES OF PARTICIPATING COUNTIES

- Obtain County Commissioner's Court approval to allow third party to accept electronic payment for vehicle registration renewal via the Internet and the RTS online renewal event.
- Allow third party to accept electronic payment for vehicle registration renewal via the Internet on behalf of the county.
- Provide a (sample or cancelled) check for funds transfer or have the county Bank Institution complete and sign a letter providing current account information. (sample attached)
- Reconcile ACH transfer with RTS funds report(s) as necessary.
- Process qualified Internet registration renewal transactions as submitted by registrant by use of the RTS online renewal event.
- Communicate with registrant via e-mail, regular mail and any other means as necessary.

RTS II will provide easy access for your county employees to work through the online renewal event. Information in this form is shared with the vendor that hosts the payment process and allows the vendor payment processor to ACH (e-mail) the county renewal fees to the county's correct account. All information is treated with strict confidentiality. Should you experience any problems or delays, please contact the VTR Help Desk immediately.

See Attachment B

_____ (S) County Tax Assessor-Collector

HIDALGO County

7/17/03 Date

UNOFFICIAL

UNOFFICIAL

D. Tax Office

1. **AI-21082 a. Presentation for discussion, consideration, and acceptance to utilize the "Texas Online Website's Credit Card" transactions through Electronic Clearing House, Inc. for the "Internet Vehicle Title Registration System (IVTRS)" with Texas NICUSA through the Texas Department Of Information Resources (DIR) as requested by Hidalgo County Tax Office;**

   On motion of Commissioner Palacios, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval.

   b. Presentation for discussion, consideration and approval of an amendment to the Internet Vehicle Title Registration System's Contract due to name change. Texas NICUSA is the new awarded vendor for the Texas Online's Website's Credit Card Transactions under the DIR PROGRAM.

   On motion of Commissioner Palacios, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval.

   c. Requesting approval for the Hon. Armando Barrera Jr., Hidalgo County Tax Assessor Collector or Agent to sign and execute newly required "Payment Card Industry Data Security Standard Attestation of Compliance for Self-Assessment Questionnaire A (SAQ-A)".

   On motion of Commissioner Palacios, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval.

E. Co. Wide

1. **HIDALGO COUNTY RE: REAL ESTATE ACQUISITIONS-**

   Requesting authority to obtain and approval of (when applicable), including, but not limited to, the following items necessary in anticipation of real property/estate acquisition(s): fair market value appraisals, inspections, surveys, all phases-environmental assessments, title reports or title policies services, commercial contracts (improved property) or option contracts with authority for County Auditor to issue required earnest money payment(s) or option payment(s) and County Judge or Presiding Officer to execute necessary/required document(s)

   NO ACTION taken on this item.

24. **Adjourn**

   On motion of Commissioner Palacios, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval to Adjourn.

UNOFFICIAL

UNOFFICIAL

AI-24986 **13.F.**

Correction Of Product Code Number-Oil Patch Fuel and Supply (C-10-066A-06-22)

CC CONSENT

Date:	02/01/2011
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting approval from Oil Patch Fuel and Supply's request to correct product code number of "55 Gallon Rotella T. Triple 15W-40 CJ4",an awarded item listed in Contract Number C-10-066A-06-22 with Oil Patch Fuel and Supply from 550019917 to the correct code number of 550019918.

BACKGROUND

Item Code written incorrectly by representative of Oil Patch Fuel and Supply. This is to clear and stipulate the code accordingly to the manufacturer list and for payment of invoices reflecting this item. Please refer to page 16 of 33 of the contract-bid tabulation section for item referenced.

Fiscal Impact

FISCAL YEAR:	ACCT. #:
FUNDS AVAILABLE Y/N?:	MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Does not have any fiscal impact on this agenda request. This is only for correction of item code number by one digit as requested by vendor.

Attachments

Link: C-10-066A-06-22-Contract Document

Link: Oil Patch Fuel and Supply's Letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/26/2011 03:14 PM	APRV
2	Budget & Management	Erika Zamora	01/27/2011 08:02 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	01/28/2011 11:16 AM	APRV
4	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Vangie Garcia — Started On: 01/25/2011 09:16 AM

Final Approval Date: 01/28/2011

REQUIREMENTS AGREEMENT
C-10-066a-06-22

THIS AGREEMENT is made effective this **July 14, 2010,** by and between the **County of Hidalgo, Texas ("County") and Oil Patch Fuel & Supply, Inc. (Secondary Vendor); ("Seller")**

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Lubricants-(Grease, Oil, Hydraulic Fluids) and Anti-Freeze Products,"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of six (6) months with the County's sole discretion to continue this bid for an additional six months (6) months with a sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid and contingent upon cost remaining unchanged and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Lubricants-(Grease, Oil, Hydraulic Fluids) and Anti-Freeze Products"** in the areas of **HIDALGO COUNTY** projects for a period of six (6) months with the County's sole discretion to continue this bid for an additional six months (6) months with a sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid and contingent upon cost remaining unchanged and; it is agreed that the Products will meet the specifications set forth in Exhibit "A" (RFB Packet) hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

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

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law,

ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: Oil Patch Fuel & Supply, Inc.
Attention: David Lorenz
4004 N. Cage Blvd.
Pharr, Texas 78577

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

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

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

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

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

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903 (Vernon Supp. 1996).

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

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter

pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By: _____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Oil Patch Fuel & Supply, Inc.

By: _____

Printed Name: D.A. Lorenz

Title: Branch Manager

Date: 7/6/2010

APPROVED AS TO FORM:
Atlas & Hall, LLP

By: _____
Steve Crain

Date: 6-23-10

APPROVED BY COMMISSIONERS COURT: 6/22/10

EXHIBIT "A"
SPECIFICATIONS

HIDALGO COUNTY
"LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS)
AND ANTI-FREEZE PRODUCTS"
Bid No: 2010-066-04-28-otm

SPECIFICATIONS

I. GENERAL INSTRUCTIONS AND CONDITIONS TO BIDDERS:

1. **Hidalgo County has invested taxpayer dollars in the acquisition of equipment that due to either manufacturer or warranty requirements may call for the use of name brand products. The information contained further describes and specifies lubricants or oil products requested in THIS BID. It is not the intent of Hidalgo County to restrict these bids in such cases, but to comply with either manufacturer or warranty requirements or to meet a pre-established standard due to like existing items. Bidder may offer lubricants/oil products that are the "same" or "equivalent" and burden of proof rests with the Bidder. Supporting documentation which clearly illustrates the composition and chemical equivalent of the lubricants and/or oil products must be submitted with this Bid. Further any additional information confirming use of the equivalent products will comply with manufacturer or warranty requirements must also be provided in this Bid. If an "equal" item is used then the bidder is responsible for any damage caused to County equipment which is a result of using such product not covered by the warranty.**

2. Detailed specifications are included. Compliance with all specifications and conditions is required. All bids must include a detailed statement of exceptions taken to any part of the request.

3. BID ACCEPTANCE:

   a) UNSIGNED BIDS WILL NOT BE CONSIDERED.
   b) BIDS RECEIVED AFTER BID DATE WILL NOT BE CONSIDERED AND WILL BE RETURNED TO VENDOR UNOPENED.
   c) ONLY SEALED BIDS WILL BE ACCEPTED. FAXED BIDS WILL NOT BE ACCEPTED.
   d) Bids must be submitted by and will be opened at **9:30 A.M., WEDNESDAY, April 28, 2010** in the conference room located in the New Administration Building, 2812 S. Business Hwy 281, Edinburg, Texas.

4. For any questions pertaining to the bid specifications, please contact:
   Olga T. Montero, Buyer
   Phone Number (956) 292-7000 Ext. 4859 or email: olga.montero@co.hidalgo.tx.us

5. Any change to this bid documentation must be in a written addendum and signed by Martha L. Salazar, Purchasing Agent or her designee.

6. Detailed explanation of warranties must be provided with bid.

7. Hidalgo County will not accept "factory seconds" or otherwise inferior goods and reserves the right to return such item(s) within thirty (30) days of receipt at vendor's expense.

8. 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.

09. Hidalgo County reserves the right to hold bids ninety (90) days after bid opening before Commissioners' Court action and to award the bid most advantageous to the County.

10. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

11. No substitutes will be accepted after item(s) have been awarded as specified.

12. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay in award of new bid for next contract term.

13. To expedite evaluation of the bids it is mandatory that Hidalgo County forms be used to submit pricing information.

14. Bid on each item separately. Provide unit price on quantity specified and extended amount. In the event of error in extensions, the unit price shall govern.

15. The bid price will include all shipping and handling charges.

16. Bidder will be required to comply with all applicable equal employment opportunity laws and regulations.

17. Bids are to be net F.O.B. at the County Precincts' locations and Sheriff's Office specified herein.

18. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

19. Hidalgo County, Texas invites bids on lubricant, oil, hydraulic fluid and antifreeze products for a period of ninety (90) days with the County's discretion of beginning from bid award date.

BID PRICE: Bid your lowest delivery price as of the bid opening date.

Bidders shall provide the lubricant, oil, hydraulic fluid and antifreeze to the following locations and deliver the products ordered to those locations within 24 hours of the County's order to the following locations:

a. Precinct #1: 1902 Joe Stevens Ave., Weslaco, TX.
b. Precinct #2: 301 E. State, Pharr, TX.
c. Precinct #3: 400 W. 13th Street, Mission, TX.
d. Precinct #4: 1102 N. Doolittle Road, Edinburg, TX.
e. Sheriff's Dept: PO Box 1228, Edinburg, TX.

20. **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:

- **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.

- **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.

- **Time Frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

- **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

- **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

21. No cash advance discount will be considered.

22. Bids shall be on the BID FORM enclosed and sealed in an envelope clearly marked:
Request for Bids: 2010-066-04-28-otm-"Lubricants (Grease, Oil, Hydraulic Fluids) and Anti-Freeze Products"

23. The County reserves the right to accept or reject all or part of the bid, waive minor technicalities and award the bid to best serve the interest of the County.

24. Failure to bid may disqualify a vendor from providing products or services for the term of the contract.

25. Supplier or vendor with bid submission must furnish **Material Safety Data Sheet (MSDS)** information for all product bids.

26. Hidalgo County shall award the bid on a lump sum basis and/or item by item bid basis to one bidder, multiple bidders, primary or secondary vendor(s) whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request.

27. **ERRORS IN BIDS, RELIEF OF BID**:

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids: failure to do so will be at the bidder's own risk and bidder cannot secure relief on the plea of error. Neither law nor regulation make the allowance for errors of omission or commission on the part of bidders. In case of error extension of prices in the bid, the unit price shall govern.

28. **ADDITIONAL INFORMATION:**

Further Information required regarding this project can be addressed to the Hidalgo County Purchasing Department through Olga Montero at (956) 318-2626. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, at 2812 S. Business 281 (New Administration Bldg), Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile or email: olga.montero@co.hidalgo.tx.us no later than, Wednesday, April 21, 2010 at 5:00 P.M. at (956) 318-2629. Responses to said inquiries will be sent to all applicants via facsimile by no later than 5:00 P.M., April 23, 2010.

II. INSTRUCTIONS TO BIDDERS:

1. **BID WITHDRAWAL:** No bid may be withdrawn for a period of thirty (30) days subsequent to bid opening date without the expressed consent of the County.

2. **COMPLIANCE WITH SPECIFICATIONS AND HIDALGO COUNTY RIGHT OF SELECTION**: The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission.

3. **EVALUATION OF BID**: All bids shall be evaluated on all factors involved. (i.e. price, quality, and service, etc.,) whichever is in the best interest of the County.

4. **DEVIATIONS FROM SPECIFICATIONS**: All deviations from the specifications must be noted in writing, in detail by the bidder at the time of submittal of the bid. The absence of a written list of specification deviations will hold the bid strictly accountable to the County to the specifications as written. Any deviations from the specifications as written not previously submitted, as required, will be grounds for rejection of the materials and/or equipment when delivered.

5. **"OR EQUAL" INTERPRETATION CLAUSE:** Any time a particular manufacturer's name brand may be specified, it shall mean any product of equal quality. Bids shall be considered on all other brands submitted and on equal quality product of other manufacturers.

   On all such bids, the bidder shall indicate clearly the product on which he is bidding, and shall supply sufficient data on his/her own letterhead to enable an intelligent comparison to be made with the particular brand or manufacturer specified. If after analyzing the bid, it is found that the bidder did not bid on the brand and model specified and a statement to the contrary is not submitted, the item will not be considered.

6. **REPRESENTATIONS**: The Vendor represents that the items and/or services provided by the vendor hereunder shall conform to the presentations of same as represented and described in the Attachments. Notwithstanding anything to the contrary herein, if for any reason Hidalgo County determines in its sole discretion, that part or all of such hardware, software and/or services fails to meet the expectation of Hidalgo County, Hidalgo County may on thirty (30) days notice terminate this Agreement and receive the pro-rata portion of the contract sum paid to the Vendor by Hidalgo County for the un-expired term of this Agreement.

   A) All oil, hydraulic fluid and antifreeze shall be furnished and priced in sizes as specified on specifications, with unbroken seals, that are sealed by the manufacturer.
   B) Size and/or weight shall be stated for lubricant grease and it shall be furnished in container and/or cartridge, with unbroken seals, that are sealed by the manufacturer.
   C) Each container shall be labeled, or bear a decal or placard indicating the name and grade of the lubricant, including but not limited to, all specifications of the product contained therein. This will guarantee proper identification of each container by County employees.
   D) If the products bid are repackaged locally, vendors shall make those facilities available to the appropriate County employees to insure cleanliness and proper handling. Repackaged product should also be labeled as stated above. **Only Products that meet manufacturer's equipment standards will be permitted.**

7. Bidders having a history of inconsistent services and unreliability will not be considered by the County to be a responsible bidder.
8. Responsible Bidder: The business must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period.
9. Hidalgo County reserves the right to review and renew and/or terminate contract at the expiration of each budget period. The contract is for current revenues only. If termination of contract is necessary, the successful bidder will not add any termination penalties of said contract.

III. BID AWARD:

1. Hidalgo County shall award the bid on a lump sum basis and/ or item by item bid basis to one bidder, multiple bidders, primary or secondary vendor(s), whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request.
2. 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.
3. The successful bidder will be notified of the award. Vendors requesting information on bid awards may contact the Purchasing Department at (956) 318-2626.

HIDALGO COUNTY
"LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS)
AND ANTI-FREEZE PRODUCTS"
Bid No: 2010-066-04-28-otm

ACKNOWLEDGMENT FORM -- NON-COLLUSIVE BIDDING CERTIFICATION

I/We have read instructions to bidder and specifications. My/Our bid conforms with all bid specifications, conditions, and instructions as outlined by Hidalgo County. Signing the Acknowledgment Form confirms that our company will enter into a binding contract with Hidalgo County for item(s) awarded to our company.

The undersigned Bidder, by signing and executing this bid, certifies and represents to Hidalgo County that Bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this bid; the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of Hidalgo County concerning this bid on the basis of any consideration not authorized by law; the advantage with respect to this bid; the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to briber, improper influence, collusion or the like and that Bidder will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value any officer, trustee, agent or employee of Hidalgo County in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Bidder certifies and represents that it has not now and will not in the future offer, confer or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of Hidalgo County in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

Items Check List:

	Yes	No
1. Used County Forms	✓	
2. Bid Price firm ninety (90) days after bid opening with board action.	✓	
3. Acknowledgment Form shows full name and address of Bidder.	✓	
4. Acknowledgment Form signed by authorized representative.	✓	

5. Bid prices are to remain for a period of: (Whichever option bidder selects)

OPTION I: **Six Months (6) with Hidalgo County's sole discretion to extend the contract for an additional Six (6) Months with a Sixty (60) Day Grace Period at the end of the contract term and contingent upon cost to remain unchanged.**
YES DNA **NO** _____

OPTION II: **One (1) Year with Hidalgo County's sole discretion to continue this bid for an additional Sixty (60) Day Grace Period at the end of the contract term for unforseen delay in award of new bid and contingent upon cost to remain unchanged.** **YES** _____ **NO** DNA

6. Literature submitted is the most current reflecting item(s) being bid.	✓	
7. Bidder shall deliver fuel requested within 24 hours after request by County.	✓	
8. I/We understand Hidalgo County reserves the right to increase or decrease quantity(s) up to 25% of item(s) awarded at bid price for the length of the contract as approved by County Commissioners.	✓	

9. I/We have read and understand:

I.	General Instructions to Bidders.	✓	
II.	Instructions to Bidders.	✓	
III.	Bid Award. Items	✓	
IV.	Delivery Instructions.	✓	
V.	Billing and Payment Instructions.	✓	

HIDALGO COUNTY
"LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS) AND ANTI-FREEZE PRODUCTS"
Bid No: 2010-066-04-28-otm

ACKNOWLEDGMENT FORM

COMPANY NAME: Oil Patch Fuel & Supply, Inc.

ADDRESS: 4004 N. Cage Blvd

CITY/STATE/ZIP: Pharr TX 78577

AUTHORIZED SIGNATURE: [signature]

AUTHORIZED SIGNATURE (PRINT): D. Lorenz

TITLE: Branch Manager

TELEPHONE NUMBER: (956) 781-9047

CELL NUMBER: N/A

FAX NUMBER: (956) 781-9874

(MUST BE RETURN WITH BID)

EXHIBIT "B"
PAYMENT SCHEDULE

HIDALGO COUNTY
"LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS) AND ANTI-FREEZE PRODUCTS"
2010-066-04-28-otm

OPENED 9:53am APR 28 2010 Witnessed

BID PAGE

Oil Patch

1 **Diesel Engine Lubricants**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk

1A SAE15W-40 meeting the following specifications:
CI-4, CH-4, CF-4, Cummins CES 20078, EOM+, Volvo VDS2/VDS, Allison C-4, API SL-SJ, Minimum 10 TBN

All items need to be purchase as case but charge per gallon/qt.

	Brand	Product No.	Price Per Unit
Quart	Shell RS	5071376	$3.06 per ~~12lt~~ quart
Gallon	Shell RS	5073792	$10.50 per ~~3.1t~~ gallon
5 Gallon	Shell RP	542697203	$38.05
55 Gallon Fleet Supreme EC	Shell RP	542690055	$418.55
Bulk	SHELL RP	542690001	$7.51 per gallon * clarification

1B SAE 10W meeting the following specifications:
CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart	Rotella T10	N/A	N/A
Gallon	Rotella T10	N/A	N/A
5 Gallon	Rotella T10	550019890	$ 36.22
55 Gallon	Rotella T10	550019855	$ 391.75
Bulk	Rotella T10	54010001	$6.84 per gallon * clarification

1C SAE 30W meeting the following specifications:
CF-2, CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart	N/A	N/A	N/A
Gallon	Rotella T30	550019857	$9.25 per ~~3.1qt~~ gallon
5 Gallon	Rotella T30	550019891	$ 38.25
55 Gallon	Rotella T30	550019856	$ 420.75
Bulk	Rotella T30	60004730	$ 7.34 per gallon * clarification

1D SAE 40W meeting the following specifications:
CF-2, CF, CD, SL, SJ, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart	Rotella T40	N/A	N/A
Gallon	Rotella T40	550019858	$9.25 per ~~3.1t~~ gallon
5 Gallon	Rotella T40	550019860	$ 38.30
55 Gallon	Rotella T40	550019892	$ 422.75
Bulk	Rotella T40	5410400001	$7.36 per gallon * clarification

BID PAGE (CON'T)

1E. Rotella T (15 W-40 C J 4)

	Brand	Product No.	Price Per Unit
Quart	Rotella T TTP	550019905	$3.00 per ~~12/1~~ quart
Gallon	Rotella T TTP	550019913	$12.50 per ~~3/1~~ gallon correction
5 Gallon	Rotella T TTP	550019916	$42.75
55 Gallon	Rotella T TTP	550019917	$486.75
Bulk	Rotella T TTP	500004741	$8.45 per gallon * clarification

2 Gasoline Engine Lubricants
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk
meeting the following specifications: API, SL, SJ, SH, ILSAC-GF3 (Multigrades only) FORD WSS=M2C153H (5W-20 only)

2A SAE 5W-30

	Brand	Product No.	Price Per Unit
Quart	Formula Shell	502 00 12 031	~~$30.44 per 12/1~~ $2.54/qt.
Gallon	Formula Shell	5077969	~~$32.50 per 3/1~~ $10.83/gal.
5 Gallon	Formula Shell	502 000 7203	$55.40 correction
55 Gallon	Formula Shell	502 0000055	$480.00
Bulk	Formula Shell	500005207	$7.19 per gallon * clarification

2B SAE10W-30

	Brand	Product No.	Price Per Unit
Quart	Formula Shell	502 1304031	~~$30.22 per 12/1~~ $2.53/qt.
Gallon	Formula Shell	5078054	~~$29.81 per 3/1~~ $9.94/gal.
5 Gallon	Formula Shell	507007203	$52.30 correction
55 Gallon Formula Shell	Formula Shell	550022391	$460.20
Bulk	Formula Shell	500005209	$7.14 per gallon * clarification

2C SAE5W-20

	Brand	Product No.	Price Per Unit
Quart	Formula Shell	5020112031	~~$33.20 per 12/1~~ $2.77/qt.
Gallon	Formula Shell	N/A	$ N/A
5 Gallon	Formula Shell	N/A	$ N/A correction
55 Gallon ~~Premium~~ ~~Synthetic Blend~~	Formula Shell	550022390	$469.20
Bulk	Formula Shell	500005208	$7.14 per gallon * clarification

2D SAE30

	Brand	Product No.	Price Per Unit
Quart	Formula Shell	5020612031	~~$32.90 per 12/1~~ $2.74/qt.
Gallon	N/A	N/A	N/A correction
5 Gallon	Rotella T30	550019891	$44.10
55 Gallon	Rotella T30	550019856	$485.10
Bulk	Rotella T30	500004730	$7.44 per gallon * clarification

BID PAGE (CON'T)

2E SAE40

	Brand	Product No.	Price Per Unit
Quart	Formula Shell	5020712031	~~$33.20 per 12/1~~ $2.77/qt.
Gallon	Rotella T40	5500 19858	~~$37.27 per 3/1~~ $12.42/gal.
5 Gallon	Rotella T40	55001989 2	$47.57
55 Gallon	Rotella T40	5500 19860	$485.20
Bulk	Rotella T40	5410400001	$7.49 per gallon

correction

* clarification

2F SAE5W-20 SIMI SYNTHETIC

	Brand	Product No.	Price Per Unit
Quart	Formula Shell SYN	5077264	~~$27.50 per 6/1~~ $4.58/qt.
Gallon	N/A	N/A	N/A
5 Gallon	N/A	N/A	N/A
55 Gallon	N/A	N/A	N/A
Bulk	N/A	N/A	N/A per gallon

correction

* clarification

3 Automatic Transmission Lubricants
Made available in the following sizes: Quart, Gallon, 5 Gallon, 55 Gallon

3A Mercon/Dexron III ATF meeting specifications for:
Mercon/Dexron II & III & IIIE, Allison C-4, Cat TO-2

	Brand	Product No.	Price Per Unit
Quart	Formula Shell	5301012031	~~$29.60 per 12/1~~ $2.47/qt.
Gallon	Formula Shell	5301006021	~~$56.00 per 6/1 gal~~ $9.33/gal
5 Gallon	Formula Shell	572035219	$36.25
55 Gallon Formula Shell	Formula Shell	500005219	~~$6.75 per~~ $443.38

correction

BID PAGE (CON'T)

3B Type F ATF meeting Ford M2C33-F specifications

	Brand	Product No.	Price Per Unit
Quart	FormulaShell	530261203 1	~~$36.20 per 12/1 qt~~ $3.02/qt.
Gallon	N/A	N/A	N/A
5 Gallon	FormulaShell	550022404	$498.20
55 Gallon	N/A	N/A	N/A

correction

3C Mercon 5 - Trasmission Fluid

	Brand	Product No.	Price Per Unit
12/1 QL	N/A	N/A	N/A
16 Gallon	N/A	N/A	N/A
55 Gallon	N/A	N/A	N/A

4 Tractor Hydraulic Fluids
Made available in the following sizes: 5 Gallon, 55 Gallon
Meeting the following specifications: Case Hy-Tran/TCH, Cat TO-2, JD 303/J20C, Ford-new Holland M2C134 A/B/C/D Massey M1141, Vickers M-2950-S, I-286-S, Universal Tractor fluid serving transmissions, final drives, oil immersed brakes and hydraulic systems

	Brand	Product No.	Price Per Unit
5 Gallon Steiner Hydraulic Oil	Shell Donax TD	572030323	$42.70
55 Gallon Lubriguard 303	Donax TD	500000323	~~$7.29~~ 487.47 correction

5 Differential/ Final Drive Gear Lubricants
Made available in the following sizes: 35# Pail, 120 Lb Keg, 400 Lb Drum

	Brand	Product No.	Price Per Unit
35# Pail	N/A	N/A	N/A
120 Lb Keg	N/A	N/A	N/A
400 Lb Drum Spirax	N/A	N/A	N/A

5A SAE 80W-90 Gear lubricant meeting the following specifications:
GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

	Brand	Product No.	Price Per Unit
35# Pail	Shell Spirax HD	550022425	$53.20
120 Lb Keg	Shell Spirax HD	550022424	$174.20
400 Lb Drum	Shell Spirax HD	5921000055	$545.70

5B SAE 85W-140 Gear lubricant meeting the following specifications:
GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

	Brand	Product No.	Price Per Unit
35# Pail	Shell Spirax HD	5921235203	$53.50
120 Lb Keg	Shell Spirax HD	550022426	$175.60
400 Lb Drum	Shell Spirax HD	5921200055	$546.00

BID PAGE (CON'T)

5C SAE 75W-90 Synthetic Gear lubricant meeting the following specifications:
GL-5, MT-1, Mack GO-J

	Brand	Product No.	Price Per Unit
35# Pail	Shell Spirax ASX-R	550022332	$159.20
120 Lb Keg	Shell Spirax	550022333	$393.50
400 Lb Drum Spirax	Shell Spirax	550022334	$1292.30

5D SAE 50W Synthetic Transmission lubricant meeting the following specifications:
MT-1 performance for Eaton, Mack, Meritor, Navistar

	Brand	Product No.	Price Per Unit
35# Pail	Spirax GSX 50	5070736	$150.00
120 Lb Keg	Spirax	550022302	$399.50
400 Lb Drum	Spirax	5070739	$1210.50

5E. SAE50W Synthetic Transmission lubricant meeting the following specifications:
MT-1 performance for Eaton, Mack, Meritor, Navistar

	Brand	Product No.	Price Per Unit
35# Pail	Spirax GSX 50	5070736	$150.00
120 Lb Keg	Spirax	550022302	$399.50
400 Lb Drum	Spirax	5070739	$1210.50

5F CAT-TO-4 SAE 30 Drive Train oil for Final Drives meeting the following specifications:
Allison, C4, C3, Cat TO-4, TO-2, SAE 30W

	Brand	Product No.	Price Per Unit
35# Pail	N/A		
120 Lb Keg	N/A		
400 Lb Drum CAT	N/A		

5G CAT TO-4 SAE 50 Drive Train oil for Final Drives meeting the following specifications:
Allison, C4, C3, Cat TO-4, TO-2, SAE 50W

	Brand	Product No.	Price Per Unit
35# Pail	N/A		
120 Lb Keg	N/A		
400 Lb Drum CAT	N/A		

BID PAGE (CON'T)

6 Hydraulic Lubricants in various viscosities made available in the following sizes: 5 Gallon, 55 Gallon
Meeting the following specifications: Denison HF-0, Vickers M-2950-S, I-286-S, TOST min 2000 hrs.

6A ISO 32

	Brand	Product No.	Price Per Unit
5 Gallon	Shell Tellus	5061282	#44.20
55 Gallon	Shell Tellus	5061253	#440.20

6B ISO 46

	Brand	Product No.	Price Per Unit
5 Gallon	Shell Tellus	5061282	# 44.20
55 Gallon	Shell Tellus	5061253	# 440.20

6C ISO 68

	Brand	Product No.	Price Per Unit
5 Gallon	Shell Tellus	5061252	#52.50
55 Gallon	Shell Tellus	5061250	#495.20

6D ISO 100

	Brand		Price Per Unit
5 Gallon Quincy	N/A	N/A	N/A
55 Gallon	Shell Tellus	5061246	#499.20

7 BRAKE and POWER Steering Fluids made available in the following sizes: Pint, Quarts, Gallon
Meeting the following specifications: DOT3 for Brake Fluid/ Ford, GM, Chrysler for Power Steering

7A Brake Fluid

	Brand	Product No.	Price Per Unit
Pint	Pennzoil	8568	~~#22.22 per 12/12oz~~ #1.85/pint
Quart	N/A	N/A	N/A
Gallon-Shell	Pennzoil	8569	~~#90.26 per 6/1gal~~ #15.04/gal.

7B Power Steering Fluid

	Brand	Product No.	Price Per Unit
Pint	Quaker State	N/A	correction
Quart	Quaker State	67117	~~#29.20 per 12/12oz~~ #2.43/qt.
Gallon-Gunk	N/A	N/A	correction

8 Aeroshell Fluid 4 Fluid make available in the following sizes 1 Gallon, 55 Gallon

	Brand	Product No.	Price Per Unit
5 Gallon	N/A	N/A	N/A
55 Gallon	N/A	N/A	N/A

BID PAGE (CON'T)

9 Chassis Grease made available in the following sizes: Case of 10 tubes, 35# Pail, 120# Keg, 55 Gallon Drums

9A Lithium Complex High Temp Grease meeting specifications:
NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

	Brand	Product No.	Price Per Unit
Case 10	Shell Retinax LX 2	5067710	$ 32.90
35# Pail	Retinax LX 2	5067712	$ 71.10
120 # Keg-Mystik	Retinax LX 2	5067708	$ 266.00
55 Gallon	Retinax LX 2	5067715	$ 796.00

9B Lithium Complex High Temp Grease w/ 3% moly meeting specifications:
NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

	Brand	Product No.	Price Per Unit
Case 10-CAT	Shell Retinax CM 2	7111830141	$ 50.00
35# Pail	Retinax CM 2	7111835203	$ 101.20
120 # Keg-CAT	Retinax CM 2	7111802120	$ 360.00

10 Antifreeze made available in the following sizes: 1 Gallon, 55 Gallon

10A Ethylene Glycol Antifreeze meeting specifications for:
ASTM D3306 for automotive/ ASTM D 4985 for Heavy Duty Diesel

	Brand	Product No.	Price Per Unit
1 Gallon	Shell Zone	9406706021	$ 9.25
55 Gallon-Shell Zone	Shell Zone	550022525	$ 425.00

10B Extended Life Antifreeze/ Coolant meeting specifications for:
CAT EC-1, TMC RP 329, TMC RP 338, Matching Caterpillar Extended Life Coolant, Detroit Diesel

	Brand	Product No.	Price Per Unit
1 Gallon	Rotella ELC	9404206021	$ 17.25
55 Gallon	Rotella ELC	550022522	$ 570.00

11 Shop Chemicals and Products made available in various sizes

11A Aerosol Brake Cleaner

Size	Brand	Product No.	Price Per Unit
N/A			

11B Aerosol Engine Degreaser

Size	Brand	Product No.	Price Per Unit
N/A			

11C Aerosol Starting Fluid-Spray Can

Size	Brand	Product No.	Price Per Unit
N/A			

BID PAGE (CON'T)

These Items are sold in Singles

11D Aerosol Penetrating Oil – WD 40

Size	Brand	Product No.	Price Per Unit
N/A			

11E Oil Absorbent – Absorb & Dry

Size	Brand	Product No.	Price Per Unit
55gal	A/S	AB55	$525

11F Gasoline Fuel Additive - Seafoam

Size	Brand	Product No.	Price Per Unit
Lucas	1gal		$32.50

11G Diesel Fuel Additive

Size	Brand	Product No.	Price Per Unit
Lucas	1gal		$32.50

11H Engine Oil Additive

Size	Brand	Product No.	Price Per Unit
Lucas	1gal		$33.00

11I Aerosol Lubricant

Size	Brand	Product No.	Price Per Unit
N/A			

12 Mineral Spirits made available in the following sizes: 5 Gallon, 55 Gallon

12A Mineral Spirits meeting specifications for: Naptha, Parts Cleaner

	Brand	Product No.	Price Per Unit
5 Gallon	M/S	MS05	$19.79
55 Gallon	M/S	MS055	$199.50

13 Easy Slide RB-9512 Dryfilm Lubricant : Lube-A-Boom

	Brand	Product No.	Price Per Unit
12.8 oz. can	N/A		

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE 06/18/2010

PRODUCER
Capitol City Insurance/The Insurance Store
8030 N. Mopac Expressway
2nd Floor
Austin TX 78759

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
Oil Patch Fuel & Supply, Inc.
1905 Bayou Court
Brownsville TX 78526

INSURERS AFFORDING COVERAGE

INSURER A: American Zurich Insurance Company c/o AMC
INSURER B: American Guarantee & Liability Ins Co. c/o AMC
INSURER C: Zurich Insurance c/o AMC
INSURER D:
INSURER E: Texas Mutual Insurance

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	CPO9451422	09/14/2009	09/14/2010	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 100000 $ 5000 $ 1000000 $ 2000000 $ 2000000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X MCS-90 X Pollution Liab Incl	CPO9451422	09/14/2009	09/14/2010	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1000000 $ $ $
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
C	EXCESS LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 10000	UMB9451422	09/14/2009	09/14/2010	EACH OCCURRENCE AGGREGATE	$ 4000000 $ 4000000
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSF0001162184	11/01/2009	11/01/2010	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1000000 $ 1000000 $ 1000000
	OTHER					

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

956-318-2629
VEHICLE LIST ATTACHED

CERTIFICATE HOLDER

Hidalgo County - Purchasing Dept
2812 S. Business Hwy 281
Edinburg TX 78539

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

Commercial Auto Policy Summary

Named Insured and Address:
Oil Patch Fuel & Supply, Inc.
1905 Bayou Court
Brownsville, TX 78526

Policy #: CPO9451422
Policy Eff: 9/14/2009 **Policy Exp:** 9/14/2010
Insurance Co: American Management Corp.
Policy Version: 5

Description of Vehicle(s)

Veh	Year	Make	Model	Vin #	Terr	Loc	Class
1	1995	Peterbilt	Truck Tractor	1XPCD69X9SD359717	57	1	50499
2	1978	Heil	Trailer	930029	57	1	67499
3	1981	Heil	Trailer	1HLA1A7B7A7H51240	57	1	67499
4	1982	Heil	Trailer	1HLA3A7B9C7H51852	57	1	67499
5	1991	Heil	9200 Gallon Trailer	1HLA3A7B2M7H56070	57	1	67499
6	1992	Heil	9200 Gallon Trailer	1HLA3A7B2N7H56510	57	1	67499
7	1996	Peterbilt	4500 Gal Tank Trk	1XPBL59X6TD395312	57	1	33499
8	1999	Peterbilt	3700 Gal Tank Truc	3BPNL79X4XF473126	57	1	33499
9	1999	Heil	9200 Gallon Trailer	5HTAB4425X7H62502	57	1	67499
10	1979	Heil	9000 Gallon Trailer	931083	57	1	37499
11	2000	Peterbilt	Model 377	1XPCD69X1YD517900	57	1	50499
12	2000	Dodge	1 1/2-T Truck	3BGMC3661YM210609	57	1	01499
13	2000	Peterbilt	Truck Tractor	1XPCD69X6YD542758	57	1	50499
14	2001	Peterbilt	Stakebed	2NPNHZ7X11M564744	57	1	33499
15	2001	Peterbilt	2800 Gal TankTrk	2NPNHZ7X41M570585		1	
16	2002	Peterbilt	4500 Gal Tank Truc	1NPGL09X12D581731	57	1	
17	1989	Peterbilt	Tractor	1XPCK29X0KD269185		1	
18	2002	Peterbilt	Stake Bed	2NPNHZ7X12M587068		1	
19	2003	Peterbilt	4500 gal tank truck	1NPGL09X33D583864		1	
20	2003	Dodge	Grand Caravan 1/2t	2D8GP74LX3R125414		1	
21	1994	Trailmobile	Van Trailer	1PTG1JAH4R9008813		1	
22	2002	Dodge	Dakota	1B7GL12X82S723382		1	
23	1991	Heil	9200 Gal Tank Tlr	1HLA3A7B1M7H55721		1	
24	1982	Heil	9200 Gal Tank Tlr	1HLA3A7B1B7H51777		1	
25	2002	Homemade	16' Utility Trailer	189388		1	
26	2004	Kenworth	Tank Truck 4500 G	1NKDLT9X54J058999		1	
27	2003	Dodge	Ram Pickup Truck	3D7MA46C43G759019		1	
28	1999	Freightliner	Truck Tractor	1FUYTWEBIXHA94775		1	
29	1989	Trailmobile	9200 Gallon Trailor	IT9AA15B8KF003126		1	
30	1999	Freightliner	Tractor	1FUYTWEB5XHA94777		1	
31	1999	Freightliner	Tractor	1FUYTWEB3XHA94776		1	
32	2002	Cadillac	Escalade	3GYEK63N22G283682		1	
33	2004	Dodge	PU	3D7KV28C24G231416		1	
34	2005	Peterbilt	2800 Gallon Tank T	2NPLHZ7X25M875225		1	
35	2005	Peterbilt	2800 Gal Tank Truc	2NPLHZ7X46M875226		1	
36	2005	Peterbilt	Stakebed Truck	2NPLHZ7X25M876214		1	
37	2005	Dodge	Pickup	1D7HE22K955295177		1	
38	2007	PETERBILT	TRACTOR	1XPGDU9X47D673904		1	
39	2006	Dodge	Durango	1D4HD38K16F142607		1	
40	2006	Dodge	Pickup	1D7HE48N76S581124		1	
41	2001	Peterbilt	Tractor-Truck	1XPFDU9X61D569515		1	
42	2007	PETERBILT	TRACTOR	1XPGDU9X67D744360		1	
43	2007	20' TRAILER		4WYT02P2471712568		1	
44	2007	DODGE	DUALLY PU	3D6WG46A97G730485		1	

Commercial Auto Policy Summary

Named Insured and Address:
Oil Patch Fuel & Supply, Inc.
1905 Bayou Court
Brownsville, TX 78526

Policy #: CPO9451422
Policy Eff: 9/14/2009 **Policy Exp:** 9/14/2010
Insurance Co: American Management Corp.
Policy Version: 5

Description of Vehicle(s)

Veh	Year	Make	Model	Vin #	Terr	Loc	Class
45	2007	DODGE	PU	1D7HE48K77S265021		1	
46	1969	WILCO	TRAILER	AT668		1	
47	2008	PETERBILT	TANK TRUCK	2NPLHN7X98M770047		1	
48	2009	PONTIAC	VIBE	5Y2SP678X9Z449682		1	
49	2010	Peterbilt	4500G TANK TRU	1NPVL09X5AD797944		1	
50	2008	DODGE	3/4 TON PU	3D7KR28A58G226703		1	
51	2009	Peterbilt	Tractor	1NPVL09X99D782942		1	
52	2010	DODGE	DUALLY 3/4 TON	3D6WG4EL2AG116162		1	

Insurance Requirement Acknowledgment

I, David A. Lorenz, authorized representative for O'Patch Fuel & Supply
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.

D. A. Lorenz
Authorized Representative

4/20/2010
Date

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

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

(THIS PAGE MUST BE SUBMITTED WITH BID)

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, David A. Lorenz / Oil Patch Fuel & Supply, 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.

David A. Lorenz
Authorized Signature

4/20/2010
Date

Oil Patch Fuel & Supply
Company

4004 N. Cage Blvd
Address

Pharr, Tx. 78577
City, State, Zip

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "D"

211248

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.**

David A. Lorenz

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 _____ 4/20/2010

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: Oil Patch Fuel & Supply **Telephone No. (** 956 **)** 781-9047

dba Name:

Legal Name:

Mailing Address : 4004 N. Cage Blvd **Fax No. (** 956 **)** 781-9874

Physical Address: Same

City, State, Zip Pharr TX. 78577 **Tax I.D. No.**

Remit to Address : 1905 Bayou CRT **City, State, Zip** Brownsville TX 78521

E-Mail Address:

Representative(s) Name(s) & Title(s) Dave Lorenz - Branch Manager

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:
David A. Lorenz

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?: Lubricants

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)
Oil Patch Fuel & Supply

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.)
4004 N. Cage Blvd

Requester's name and address (optional)

City, state, and ZIP code
Pharr Tx 78577

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
7	4	–	2	2	4	0	6	3	6

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 ▶ David A. Lucy Date ▶ 7/12/2010

Purpose of Form

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

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

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

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

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

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

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

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

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

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

Certification
Regarding Debarment, Suspension and Ineligibility

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

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

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

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

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

Signature: David A. Lorenz
Print Name: David A. Lorenz
Title: Branch Mgr.
Telephone Number: (956) 781-9047
Date: 4/20/2010

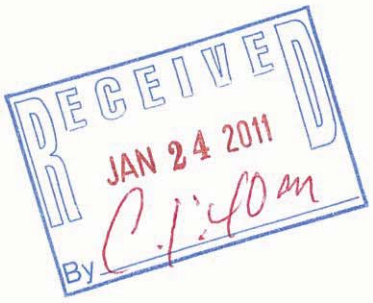
If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

(THIS PAGE MUST BE SUBMITTED WITH BID)

DPQA Dist

Oil Patch Fuel and Supply, Inc

Pharr, Texas



10/22/10

Attn: Jessica

In reference to Contract C-10-066A-22; it states on product 55 gallon Rotella T. Triple 15W-40 CJ4 that the product code is 550019917. This product code is incorrect for our prior manager made an error by typing in 19917 instead of 19918. The correct product code from our manufacturer for this particular product is 550019918. Please make the correction on your contract so that we can receive payment for Invoice #317626. I would really appreciate your help on this issue and please let me know if you have any questions.

Thankyou,
Veronica Martinez
Branch Manager

4004 North Cage Blvd Pharr, Texas 78577 (956)781-9047 Phone (956)781-9874 Fax

AI-24984 **13.G.**

BCAP Application for Payment No.2 Final, Change Order No.1 & Change Order No.2 - McColl Estates Subdivision Precinct No.2

CC CONSENT

Date:	02/01/2011
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department

Information

CAPTION

Approval of Presentation for consideration, discussion, acceptance and approval of the following with contractor O.G. Construction Company, LLC for McColl Estates Subdivision, Pct. No. 2 as submitted through project engineer R. Gutierrez (C-CAP-10-287-09-07):
1. Change Order No. 1 reflecting an increase totaling the amount of $5,274.00 due to an increase in rip rap, addition of RCP and addition of a driveway not in original plans;
2. Change Order No. 2 reflecting decrease in the amount of $900.00 reflecting a decrease in safety end treatments;
3. Application for payment No. 2 (Final) in the amount of $88,090.20.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 0 ACCT. #: 0-1312-431-00-122-454-0-733/841
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
P.O.# 649491

FISCAL YEAR: 0 ACCT. #: 0-1200-431-00-122-454-0-841
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
P.O.# 649491

Attachments

Link: Change Order No.1 McColl Estates Subdivision
Link: Change Order No.2 McColl Estates Subdivision
Link: Application for Payment No.2 Final McColl Estates Subdivision

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Purchasing Department	Yvette Islas	01/26/2011 09:51 AM	APRV
2	Budget & Management	Angela Garcia	01/26/2011 10:48 AM	APRV
3	Martha Salazar	Angela Garcia	01/27/2011 08:42 AM	APRV
4	Purchasing Department	Marty Salazar	01/28/2011 03:17 PM	APRV
5	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Marcie Jackson Started On: 01/24/2011 04:15 PM

Final Approval Date: 01/28/2011

CHANGE ORDER NUMBER ONE (1)

PROJECT: McCOLL ESTATES SUBDIVISION

DATE OF ISSUANCE: November 30, 2010 **EFFECTIVE DATE:** November 30, 2010

OWNER: HIDALGO COUNTY PRECINCT NO. 2
OWNER's Contract No.: C-CAP-10-289-09-07

CONTRACTOR: O.G. CONSTRUCTION COMPANY, L.L.C.
4021 N. CLOSNER BLVD
EDINBURG, TX 78541

ENGINEER: R. Gutierrez Engineering Corporation
130 E. Park Ave.
Pharr, TX 78577

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

Description:

1. Increase Rip Rap by 10 CY
2. Add 96 LF of 15" RCP
3. Add 22 SY for Additional Concrete Driveway

Reason for Change Order:

1. Two additional concrete rip rap needed for the new drainage outfall
2. 96 LF of 15" RCP needed to replace 2 existing drainage outfall pipes that need to be lowered
   The compacted lime subgrade and 4" caliche base will have to be reconstructed
3. For concrete driveway not in original plans

Attachments:

Change in Contract Price:		CHANGE IN CONTRACT TIME:	
Original Contract Price $ 134,923.00		Original Contract Time for Substantial Completion:	60 calendar days or dates
Net Changes from previous Change Order $		Net change from previous Change Orders	0 calendar days
Contract Price prior to this Change Order $ 134,923.00		Contract Time prior to this Change Order Substantial Completion:	60 calendar days or dates
Net increase (decrease) of this Change Order $ 5,274.00		Net increase (decrease) of this Change Order	0 calendar days
Contract Price with all approved Change Orders $ 140,197.00	Net % increase (decrease) from original contract price. 3.90 %	Contract Time with all approved Change Orders Substantial Completion:	60 calendar days or dates

RECOMMENDED:	APPROVED:	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

CHANGE ORDER NO. 1 TABULATION
HIDALGO COUNTY PRECINCT NO. 2
McCOLL ESTATES SUBDIVISION
BID NUMBER: CAP-10-188-05-26-YSI

Item Number	Original Plan Quantity	Change Order #1 Quantities	Unit	Item Description	Unit Price	Revised Unit Price	Original Contract Cost	Change in Contract Cost of C.O.#1	Revised Contract Cost after C.O.#1
	(905) ROADWAY								
110	1,551.00	1,551.00	CY	Excavation (Roadway)	$ 5.00	$ 5.00	$ 7,755.00	0.00	7,755.00
132	15.00	15.00	CY	Embankment (Rdwy)(Dens. Cont.)(Ty C)	$ 10.00	$ 10.00	$ 150.00	0.00	150.00
164	1,005.00	1,005.00	SY	Cell Fiber Seeding (Temp)(Warm)	$ 2.00	$ 2.00	$ 2,010.00	0.00	2,010.00
164	1,005.00	1,005.00	SY	Cell Fiber Seeding (Temp)(Cool)	$ 1.50	$ 1.50	$ 1,507.50	0.00	1,507.50
164	2,010.00	2,010.00	SY	Cell Fiber Seeding (Perm)(Urban)(Clay)	$ 2.00	$ 2.00	$ 4,020.00	0.00	4,020.00
247	670.00	670.00	CY	Flexible Base (6")(Compl-in-Place)(Ty E)(Gr 4)	$ 37.00	$ 37.00	$ 24,790.00	0.00	24,790.00
260	3,626.00	3,626.00	SY	Lime Treated Subgrade (6")	$ 3.00	$ 3.00	$ 10,878.00	0.00	10,878.00
260	54.40	54.40	TON	Lime (TY A or B)	$ 65.00	$ 65.00	$ 3,536.00	0.00	3,536.00
310	580.00	580.00	GAL	Prime Coat (MC-30)	$ 5.00	$ 5.00	$ 2,900.00	0.00	2,900.00
340	2,899.00	2,899.00	SY	Asph. Conc. Pav. TY "D" (2")	$ 9.50	$ 9.50	$ 27,540.50	0.00	27,540.50
402	48.00	48.00	LF	Trench Excavation Protection	$ 2.00	$ 2.00	$ 96.00	0.00	96.00
432	42.00	52.00	CY	Concrete Riprap (CL C)	$ 175.00	$ 175.00	$ 7,350.00	1,750.00	9,100.00
464	108.00	108.00	LF	RCP (CL III)(18")	$ 26.00	$ 26.00	$ 2,808.00	0.00	2,808.00
465	6.00	6.00	EA	Inlet (TY A)	$ 2,100.00	$ 2,100.00	$ 12,600.00	0.00	12,600.00
467	2.00	2.00	EA	Safety End Treatments (6:1)	$ 450.00	$ 450.00	$ 900.00	0.00	900.00
502	2.00	2.00	MO	Barricades, Signs & Traffic Handling	$ 500.00	$ 500.00	$ 1,000.00	0.00	1,000.00
506	84.00	84.00	SY	Construction Exits (Ty II)(Install)	$ 10.00	$ 10.00	$ 840.00	0.00	840.00
506	84.00	84.00	SY	Construction Exits (Ty II)(Remove)	$ 3.00	$ 3.00	$ 252.00	0.00	252.00
506	216.00	216.00	LF	Temp Sediment Control Fence	$ 4.00	$ 4.00	$ 864.00	0.00	864.00
529	2,410.00	2,410.00	LF	Concrete Curb & Gutter (Ty A)(Barrier)	$ 7.00	$ 7.00	$ 16,870.00	0.00	16,870.00
529	194.00	194.00	LF	Concrete Valley Gutter (6-Ft)	$ 24.00	$ 24.00	$ 4,656.00	0.00	4,656.00
644	8.00	8.00	EA	Small Roadside Sign Assembly (Ty A)	$ 200.00	$ 200.00	$ 1,600.00	0.00	1,600.00
432	0.00	96.00	LF	RCP (CL III)(15")		$ 28.00	$ -	2,688.00	2,688.00
530	0.00	22.00	SY	Driveways (CONCRETE)		$ 38.00	$ -	836.00	836.00
					Total		$ 134,923.00	$ 5,274.00	$ 140,197.00

				TOTAL BASE AMOUNTS:	$ 134,923.00	$ 5,274.00	$ 140,197.00

CHANGE ORDER NUMBER TWO (2)

PROJECT: McCOLL ESTATES SUBDIVISION

DATE OF ISSUANCE: January 3, 2011 **EFFECTIVE DATE:** January 3, 2011

OWNER: HIDALGO COUNTY PRECINCT NO. 2
OWNER's Contract No.: C-CAP-10-289-09-07

CONTRACTOR: O.G. CONSTRUCTION COMPANY, L.L.C.
4021 N. CLOSNER BLVD
EDINBURG, TX 78541

ENGINEER: R. Gutierrez Engineering Corporation
130 E. Park Ave.
Pharr, TX 78577

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

Description: 1. Decrease Safety End Treatments to quantity 0

Reason for Change Order: 1. Final quantity adjustments

Attachments:

Change in Contract Price:		CHANGE IN CONTRACT TIME:
Original Contract Price $ 134,923.00		Original Contract Time for Substantial Completion: 60 calendar days or dates
Net Changes from previous Change Order $ 5,274.00		Net change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 140,197.00		Contract Time prior to this Change Order Substantial Completion: 60 calendar days or dates
Net Increase (decrease) of this Change Order $ (900.00)		Net Increase (decrease) of this Change Order 0 calendar days
Contract Price with all approved Change Orders $ 139,297.00	Net % increase (decrease) from original contract price. 3.20 %	Contract Time with all approved Change Orders Substantial Completion: 60 calendar days or dates

RECOMMENDED:
By: Ram G., P.E.
Engineer (Authorized Signature)
Date: 1-18-11

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: 1/7/11

CHANGE ORDER NO. 2 TABULATION
HIDALGO COUNTY PRECINCT NO. 2
McCOLL ESTATES SUBDIVISION
BID NUMBER: CAP-10-188-05-26-YSI

Item Number	Original Plan Quantity	Change Order #1 Quantities	Change Order #2 Quantities	Unit	Item Description	Unit Price	Revised Unit Price	Original Contract Cost	Change in Contract Cost of C.O.#1	Revised Contract Cost after C.O.#1	Change in Contract Cost of C.O.#2	Revised Contract Cost after C.O.#2
	(905) ROADWAY											
110	1,551.00	1,551.00	1,551.00	CY	Excavation (Roadway)	$ 5.00	$ 5.00	$ 7,755.00	0.00	7,755.00	0.00	7,755.00
132	15.00	15.00	15.00	CY	Embankment (Rdwy)(Dens. Cont.)(Ty C)	$ 10.00	$ 10.00	$ 150.00	0.00	150.00	0.00	150.00
164	1,005.00	1,005.00	1,005.00	SY	Cell Fiber Seeding (Temp)(Warm)	$ 2.00	$ 2.00	$ 2,010.00	0.00	2,010.00	0.00	2,010.00
164	1,005.00	1,005.00	1,005.00	SY	Cell Fiber Seeding (Temp)(Cool)	$ 1.50	$ 1.50	$ 1,507.50	0.00	1,507.50	0.00	1,507.50
164	2,010.00	2,010.00	2,010.00	SY	Cell Fiber Seeding (Perm)(Urban)(Clay)	$ 2.00	$ 2.00	$ 4,020.00	0.00	4,020.00	0.00	4,020.00
247	670.00	670.00	670.00	CY	Flexible Base (8")(Compl-in-Place)(Ty E)(Gr 4)	$ 37.00	$ 37.00	$ 24,790.00	0.00	24,790.00	0.00	24,790.00
260	3,626.00	3,626.00	3,626.00	SY	Lime Treated Subgrade (6")	$ 3.00	$ 3.00	$ 10,878.00	0.00	10,878.00	0.00	10,878.00
260	54.40	54.40	54.40	TON	Lime (TY A or B)	$ 65.00	$ 65.00	$ 3,536.00	0.00	3,536.00	0.00	3,536.00
310	580.00	580.00	580.00	GAL	Prime Coat (MC-30)	$ 5.00	$ 5.00	$ 2,900.00	0.00	2,900.00	0.00	2,900.00
340	2,899.00	2,899.00	2,899.00	SY	Asph. Conc. Pav. TY "D" (2")	$ 9.50	$ 9.50	$ 27,540.50	0.00	27,540.50	0.00	27,540.50
402	48.00	48.00	48.00	LF	Trench Excavation Protection	$ 2.00	$ 2.00	$ 96.00	0.00	96.00	0.00	96.00
432	42.00	52.00	52.00	CY	Concrete Riprap (CL C)	$ 175.00	$ 175.00	$ 7,350.00	1,750.00	9,100.00	0.00	9,100.00
464	108.00	108.00	108.00	LF	RCP (CL III)(18")	$ 26.00	$ 26.00	$ 2,808.00	0.00	2,808.00	0.00	2,808.00
465	6.00	6.00	6.00	EA	Inlet (TY A)	$ 2,100.00	$ 2,100.00	$ 12,600.00	0.00	12,600.00	0.00	12,600.00
467	2.00	2.00	0.00	EA	Safety End Treatments (6:1)	$ 450.00	$ 450.00	$ 900.00	0.00	900.00	(900.00)	0.00
502	2.00	2.00	2.00	MO	Barricades, Signs & Traffic Handling	$ 500.00	$ 500.00	$ 1,000.00	0.00	1,000.00	0.00	1,000.00
506	84.00	84.00	84.00	SY	Construction Exits (Ty II)(Install)	$ 10.00	$ 10.00	$ 840.00	0.00	840.00	0.00	840.00
506	84.00	84.00	84.00	SY	Construction Exits (Ty II)(Remove)	$ 3.00	$ 3.00	$ 252.00	0.00	252.00	0.00	252.00
506	216.00	216.00	216.00	LF	Temp Sediment Control Fence	$ 4.00	$ 4.00	$ 864.00	0.00	864.00	0.00	864.00
529	2,410.00	2,410.00	2,410.00	LF	Concrete Curb & Gutter (Ty A)(Barrier)	$ 7.00	$ 7.00	$ 16,870.00	0.00	16,870.00	0.00	16,870.00
529	194.00	194.00	194.00	LF	Concrete Valley Gutter (6-Ft)	$ 24.00	$ 24.00	$ 4,656.00	0.00	4,656.00	0.00	4,656.00
644	8.00	8.00	8.00	EA	Small Roadside Sign Assembly (Ty A)	$ 200.00	$ 200.00	$ 1,600.00	0.00	1,600.00	0.00	1,600.00
432	0.00	96.00	96.00	LF	RCP (CL III)(15")		$ 28.00	$ -	2,688.00	2,688.00		2,688.00
530	0.00	22.00	22.00	SY	Driveways (CONCRETE)		$ 38.00	$ -	836.00	836.00		836.00
					Total			$ 134,923.00	$ 5,274.00	$ 140,197.00	$ (900.00)	$ 139,297.00
					TOTAL BASE AMOUNTS:			$ 134,923.00	$ 5,274.00	$ 140,197.00	$ (900.00)	$ 139,297.00

APPLICATION FOR ~~FINAL~~ PMT NO.2 FINAL

To: Hidalgo County (OWNER)
From: OG Construction, L.L.C. (CONTRACTOR)
Contract: C-CAP-10-289-09-07
Project: Road & Drainage Construction for McColl Estates Subdivision
OWNER's Contract No. C-CAP-10-289-09-07 ENGINEER's Project No. ENG08.019B
For Work accomplished through the date of: 23-Dec-2010

1.	Original Contract Price:		$ 134,923.00
2.	Net change by Change Orders and Written Agreements (+ or -):		$ ~~4,374.00~~ 4,374.00
3.	Current Contract Price (1 plus 2):		$ 139,297.00
4.	Total completed and stored to date:		$ 139,297.00
5.	Retainage (per Agreement):		
	10% of completed Work:	$ 13,929.70	
	10% of stored material:	$ -	
	Total Retainage:		$ 13,929.70
6.	% of Construction $ Amount Completed:		
	100% of contracted $ amount has been completed		
7.	% of Construction Time Completed:		
	60 Original Contract Time in Calendar Days		
	0 Net change by Change Orders and Written Agreements (+ or -)		
	60 Current Contract Time		
	56 Total Contract Days Used to		
	93% of contract days have been c		
8.	Total completed and stored to date less retainage (4		$ 125,367.30
9.	Less previous Application for Payments:		$ (37,277.10)
10.	Balance to Finish:		$ -
11.	AMOUNT DUE THIS APPLICATION (8 MINUS 9):		$ 88,090.20

REQ# 186234 P.O.# 649491
0-1312-431-00-122-454-0-733→$31,054.00
<-3,105.40>=$27,948.60

REQ# 186234 P.O.# 649491
0-1312-431-00-122-454-0-841→$62,799.29
<-6,279.93>=$56,519.36

REQ# 186234 P.O.# 649491
0-1200-431-00-122-454-0-841→$4,024.71
<-402.47>=$3,622.24

Accompanying Documentation:

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) Work done under the Contract referred to above ha[illegible] of obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through FINAL PMT inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 23-Dec-10
OG Construction, L.L.C.
CONTRACTOR
By: [signature]

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 10th day of January 2011
[signature]
Notary Public
My Commission expires: 3-10-2013

NOTARY PUBLIC STATE OF TEXAS
NORMA LINDA CERDA
My Commission Expires
March 10, 2013

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 23-Dec-10
R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER
By: [signature] P.E.

INVOICE RECEIVED BY: [signature] ON 1/19/11
GOODS/SERVICES RECEIVED BY: [signature] ON 1/19/11

Schedule of Values

Contractor Name:	OG Construction, L.L.C.
Starting Date:	28-Oct-2010
Project Ending Date:	27-Dec-2010
Retainage Percent:	10%

Application:	FINAL PMT
Application Date:	23-Dec-2010
Period To:	23-Dec-2010
Engineer Firm	R. Gutierrez Eng. Corp.

Summary

Contract Number	Description	Original Schedule Value	C.O. #1 Schedule Value	C.O. #2 Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Final Application	Retainage for Final App	Payment for Final Application	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
C-CAP-10-289-09-07	Road & Drainage Construction for McColl Estates Subdivision	$ 134,923.00	$ 140,197.00	$ 139,297.00	$ 41,419.00	$ 4,141.90	$ 37,277.10	$ 97,878.00	$ 9,787.80	$ 88,090.20	$ 139,297.00	$ 13,929.70	$ 125,367.30	$ 37,277.10	$ -
	TOTALS:	$ 134,923.00	$ 140,197.00	$ 139,297.00	$ 41,419.00	$ 4,141.90	$ 37,277.10	$ 97,878.00	$ 9,787.80	$ 88,090.20	$ 139,297.00	$ 13,929.70	$ 125,367.30	$ 37,277.10	$ -

Quantity Worksheet

Contractor Name: OG Construction, L.L.C.
Starting Date: 28-Oct-2010
Project Ending Date: 27-Dec-2010
Engineer's / County Project Desc: Road & Drainage Construction for McColl Estates Subdivision

Application: FINAL PMT
Application Date: 23-Dec-2010
Period To: 23-Dec-2010
Engineer's / County Project No.: ENG08.0198

No.	Item Code	Description	Unit	Original Schedule Value			Change Order #1 Revised Schedule Value			Change Order #2 Revised Schedule Value			Application #1				Final Application				Balance To Finish	
				Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)		Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		(905) ROADWAY																				
1		Excavation (Roadway)	CY	$ 5.00	1,551.00	$ 7,755.00	$ 5.00	1,551.00	$ 7,755.00	$ 5.00	1,551.00	$ 7,755.00	1,551.00	1,551.00	$ 7,755.00			1,551.00	$ -	$ 7,755.00	0.00	$ -
2		Embankment (Rdwy)(Dens. Cont.)(Ty C)	CY	$ 10.00	15.00	$ 150.00	$ 10.00	15.00	$ 150.00	$ 10.00	15.00	$ 150.00	15.00	15.00	$ 150.00			15.00	$ -	$ 150.00	0.00	$ -
3		Cell Fiber Seeding (Temp)(Warm)	SY	$ 2.00	1,005.00	$ 2,010.00	$ 2.00	1,005.00	$ 2,010.00	$ 2.00	1,005.00	$ 2,010.00		-	$ -		1,005.00	1,005.00	$ 2,010.00	$ 2,010.00	0.00	$ -
4		Cell Fiber Seeding (Temp)(Cool)	SY	$ 1.50	1,005.00	$ 1,507.50	$ 1.50	1,005.00	$ 1,507.50	$ 1.50	1,005.00	$ 1,507.50		-	$ -		1,005.00	1,005.00	$ 1,507.50	$ 1,507.50	0.00	$ -
5		Cell Fiber Seeding (Perm)(Urban)(Clay)	SY	$ 2.00	2,010.00	$ 4,020.00	$ 2.00	2,010.00	$ 4,020.00	$ 2.00	2,010.00	$ 4,020.00		-	$ -		2,010.00	2,010.00	$ 4,020.00	$ 4,020.00	0.00	$ -
6		Flexible Base (8")(Compl-in-Place)(Ty E)(Gr 4)	CY	$ 37.00	670.00	$ 24,790.00	$ 37.00	670.00	$ 24,790.00	$ 37.00	670.00	$ 24,790.00		-	$ -		670.00	670.00	$ 24,790.00	$ 24,790.00	0.00	$ -
7		Lime Treated Subgrade (6")	SY	$ 3.00	3,626.00	$ 10,878.00	$ 3.00	3,626.00	$ 10,878.00	$ 3.00	3,626.00	$ 10,878.00	3,626.00	3,626.00	$ 10,878.00			3,626.00	$ -	$ 10,878.00	0.00	$ -
8		Lime (TY A or B)	TON	$ 65.00	54.40	$ 3,536.00	$ 65.00	54.40	$ 3,536.00	$ 65.00	54.40	$ 3,536.00	54.40	54.40	$ 3,536.00			54.40	$ -	$ 3,536.00	0.00	$ -
9		Prime Coat (MC-30)	GAL	$ 5.00	580.00	$ 2,900.00	$ 5.00	580.00	$ 2,900.00	$ 5.00	580.00	$ 2,900.00		-	$ -		580.00	580.00	$ 2,900.00	$ 2,900.00	0.00	$ -
10		Asph. Conc. Pav. TY "D" (2")	SY	$ 9.50	2,899.00	$ 27,540.50	$ 9.50	2,899.00	$ 27,540.50	$ 9.50	2,899.00	$ 27,540.50		-	$ -		2,899.00	2,899.00	$ 27,540.50	$ 27,540.50	0.00	$ -
11	D	Trench Excavation Protection	LF	$ 2.00	48.00	$ 96.00	$ 2.00	48.00	$ 96.00	$ 2.00	48.00	$ 96.00	48.00	48.00	$ 96.00			48.00	$ -	$ 96.00	0.00	$ -
12	D	Concrete Riprap (CL C)	CY	$ 175.00	42.00	$ 7,350.00	$ 175.00	52.00	$ 9,100.00	$ 175.00	52.00	$ 9,100.00		-	$ -		52.00	52.00	$ 9,100.00	$ 9,100.00	0.00	$ -
13	D	RCP (CL III)(18")	LF	$ 26.00	108.00	$ 2,808.00	$ 26.00	108.00	$ 2,808.00	$ 26.00	108.00	$ 2,808.00	108.00	108.00	$ 2,808.00			108.00	$ -	$ 2,808.00	0.00	$ -
14	D	Inlet (TY A)	EA	$ 2,100.00	6.00	$ 12,600.00	$ 2,100.00	6.00	$ 12,600.00	$ 2,100.00	6.00	$ 12,600.00	6.00	6.00	$ 12,600.00			6.00	$ -	$ 12,600.00	0.00	$ -
15	D	Safety End Treatments (6:1)	EA	$ 450.00	2.00	$ 900.00	$ 450.00	2.00	$ 900.00	$ 450.00	0.00	$ -		-	$ -		-	-	$ -	$ -	0.00	$ -
16	D	Barricades, Signs & Traffic Handling	MO	$ 500.00	2.00	$ 1,000.00	$ 500.00	2.00	$ 1,000.00	$ 500.00	2.00	$ 1,000.00	1.00	1.00	$ 500.00		1.00	2.00	$ 500.00	$ 1,000.00	0.00	$ -
17	D	Construction Exits (Ty II)(Install)	SY	$ 10.00	84.00	$ 840.00	$ 10.00	84.00	$ 840.00	$ 10.00	84.00	$ 840.00	-	-	$ -		84.00	84.00	$ 840.00	$ 840.00	0.00	$ -
18	D	Construction Exits (Ty II)(Remove)	SY	$ 3.00	84.00	$ 252.00	$ 3.00	84.00	$ 252.00	$ 3.00	84.00	$ 252.00	-	-	$ -		84.00	84.00	$ 252.00	$ 252.00	0.00	$ -
19	D	Temp Sediment Control Fence	LF	$ 4.00	216.00	$ 864.00	$ 4.00	216.00	$ 864.00	$ 4.00	216.00	$ 864.00	-	-	$ -		216.00	216.00	$ 864.00	$ 864.00	0.00	$ -
20	D	Concrete Curb & Gutter (Ty A)(Barrier)	LF	$ 7.00	2,410.00	$ 16,870.00	$ 7.00	2,410.00	$ 16,870.00	$ 7.00	2,410.00	$ 16,870.00	-	-	$ -		2,410.00	2,410.00	$ 16,870.00	$ 16,870.00	0.00	$ -
21	D	Concrete Valley Gutter (6-Ft)	LF	$ 24.00	194.00	$ 4,656.00	$ 24.00	194.00	$ 4,656.00	$ 24.00	194.00	$ 4,656.00	129.00	129.00	$ 3,096.00		65.00	194.00	$ 1,560.00	$ 4,656.00	0.00	$ -
22	D	Small Roadside Sign Assembly (Ty A)	EA	$ 200.00	8.00	$ 1,600.00	$ 200.00	8.00	$ 1,600.00	$ 200.00	8.00	$ 1,600.00	-	-	$ -		8.00	8.00	$ 1,600.00	$ 1,600.00	0.00	$ -
23	D	RCP (CL III)(15")	LF	$ -	0.00	$ -	$ 28.00	96.00	$ 2,688.00	$ 28.00	96.00	$ 2,688.00	-	-	$ -		96.00	96.00	$ 2,688.00	$ 2,688.00	0.00	$ -
24	D	Driveways (CONCRETE)	SY	$ -	0.00	$ -	$ 38.00	22.00	$ 836.00	$ 38.00	22.00	$ 836.00	-	-	$ -		22.00	22.00	$ 836.00	$ 836.00	0.00	$ -
		TOTAL ROADWAY IMPROVEMENT AMOUNTS:				$ 134,923.00			$ 140,197.00			$ 139,297.00			$ 41,419.00				$ 97,878.00	$ 139,297.00		$ 0.00

Printed Name: Javier Gutierrez
Signature:
Date: 23-Dec-2010

D·1312·431·00·122·4540·841 = $ 62,799.29 <- 6,279.937 = $ 56,519.36
D·1312·431·00·122·4540·733 = $ 31,054.00 <- 3,105.40> = $ 27,948.60
D·1200·431·00·122·4540·841 = $ 4,024.71 <- 402.47> = $ 3,622.24

AI-24979 **13.H.**

Authority to Advertise-Off Premises Records Storage-Pick-up-Retrieval and Delivery Services

CC CONSENT

Date:	02/01/2011
Submitted By:	Yolanda Velasquez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice etc) as attached hereto for "Hidalgo County - Off Premises Records Storage-Pickup-Retrieval and Delivery Services" RFB No. 2011-012-02-23-YZV

BACKGROUND

Proposed Schedule of Events:

1st Advertisment: February 05, 2011
2nd Advertisement: February 12, 2011
Bid Opening Date: February 23, 2011

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1238-412-00-090-003-0-350
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

$209,403.35 available funds as of 01/28/2011. rc
Services are on an as needed basis. Funding not required at this time.

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-18-160-001-0-350
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

$8,411.00 available funds as of 01/28/2011. rc
Services are on an as needed basis. Funding not required at this time.

FISCAL YEAR: 2011 ACCT. #: 1-1100-421-00-280-001-0-350
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

$3,396.00 available funds as of 01/28/2011. rc
Services are on an as needed basis. Funding not required at this time.

Attachments

Link: Legal Notice-Draft Specifications-Draft Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/26/2011 03:13 PM	APRV
2	Budget & Management	Erika Zamora	01/27/2011 08:01 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	01/28/2011 11:13 AM	APRV
4	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Yolanda Velasquez
Started On: 01/24/2011 11:32 AM

Final Approval Date: 01/28/2011

Bid No: 2011-012-02-23	Buyer: Yolanda Z. Velasquez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY (ALL FUNDING SOURCES)
"OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK-UP, RETRIEVAL & DELIVERY SERVICES"

BID OPENING DATE

FEBRUARY 23, 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 **"OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK-UP, RETRIEVAL & DELIVERY SERVICES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2011-012-02-23-YZV-"OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK-UP, RETRIEVAL & DELIVERY SERVICES"** and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, FEBRUARY 23, 2011. 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-2011-012-02-23-YZV-RFB-"OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK-UP, RETRIEVAL & DELIVERY SERVICES – Hidalgo County (ALL FUNDING SOURCES)".** 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 - **"OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK-UP, RETRIEVAL & DELIVERY SERVICES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

  Hidalgo County – Auditor's Office
  Ray Eufracio, County Auditor
  2812 S. Business 281
  Edinburg, Texas 78539
  (956)318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**FEBRUARY 23, 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

"OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK-UP, RETRIEVAL & DELIVERY SERVICES"

BID NO.: 2011-012-02-23-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

"OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK-UP, RETRIEVAL & DELIVERY SERVICES" for

BID № 2011-012-02-23-YZV

SPECIFICATIONS AND REQUIREMENTS:

1. Revisions to the bid specifications shall not be permitted. Such changes shall constitute a failure to meet the minimum specifications and shall result in a bidder being disqualified from the selection process.

   THIS BID AWARD SHALL BE A FIRM FIXED PRICE, ESTIMATED QUANTITY CONTRACT for the storage of Hidalgo County records at a staffed facility and at which all files will be stored in proper storage.

2. Services will be on an "as needed basis". Should the County determine it is in the best interest to keep all documents in-house or to allow the Contract to expire on its own terms, the County shall provide a minimum of sixty (60) days written notice to the vendor that **Hidalgo County** intends to transport its (own Hidalgo County) files from the current awarded vendor's storage to its own (Hidalgo County) facility or another facility at no additional cost to the County.

3. The bidder must provide the following services:
   a. Storage of all new/additional records, in a new proper storage box;
   b. Pick-up of files and/or boxes for storage on a daily basis twice a day (morning & afternoon) and on an emergency basis at the discretion of the County described in page 5 (#25) herein and in Exhibit "H";
   c. Deliver files/boxes requested by the Department;
   d. Any storage boxes requiring replacement shall be provided at no charge to the County.
   e. All files/boxes for each County Department/Office must be kept in one location and in close proximity to each other (i.e., all files/boxes of the District Clerk shall be kept in one location within the storage facility).
   f. All files sent to storage or that are retrieved from storage shall be maintained with a reference tracking system before delivery to the appropriate County Department or re-filed. (Described particularly in page 5 (#26).
   g. Over a period of twelve (12) months, the awarded vendor shall provide an inventory of all files stored on its site. An updated inventory progress report shall be provided to the appropriate County Department on a monthly basis as more particularly described in page 5 (#26) of these specifications.

4. For purposes of this RFB:

   "Delivery" is defined as the actual carrying and turning over to the intended recipient of a file or box requested from storage.

   "Pick-Up" is defined as the actual physical carrying and transporting of a file or box form the County Department by the bidder with the intent of filing and storing such file or box at the bidder's facility.

"Retrieval" shall mean the actual transport of a file from storage which is then prepared for delivery to the appropriate County department. Any instance in which a file is requested more than once because the selected bidder failed to deliver or locate such file after the initial request, shall not be considered or counted as a separate retrieval regardless of the reason such delivery was not made.

"Request" A request for a file or box shall consist of a County Department's designated person providing a written form (See Exhibit "G") to the selected bidder of the exact file/box being sought for Retrieval and Delivery.

The services listed in #3 above consisting of the delivery, pickup, storage, retrieval and request of files and/or boxes are hereinafter collectively referred to as the "Services".

5. It is the contractor's sole responsibility to review and comply with all applicable statutes or regulations. All record storage management must also be conducted in accordance with applicable State of Texas Library Commission rules and regulations including, but not limited to the schedules that are made a part hereof. You may access these at the following web address: http://www/tsl.state.tx.us/slrm/recordspubs/index.html

    a. Microfilming Standards and Procedures (Local Government Bulletin A)
    b. Electronic Records Standards and Procedures (Local Government Bulletin B)
    c. Inventory and scheduling Records (Local Government Bulletin C)
    d. Local Government Records Act (Local Government Bulletin D)

6. The Storage facility must be located entirely within Hidalgo County.

    a) Contractor will provide complete description of location including a physical address of facility where records will be stored and managed.
    b) Contractor must commit sufficient staff, equipment and vehicles to comply with all specifications and render all requirements defined by Hidalgo County. Contractor must also provide all information requested in the specifications and/or requirements. Failure to do so may disqualify the bidder from the procurement process.

7. The storage facility must be free of dust and dirt buildup.

8. The facility should be a standalone structure, or if shared with other businesses, a firewall of approved construction must separate the two entities.

9. If the storage location is in a structure with other unrelated tenants, the nature of that business will be assessed by Hidalgo County Purchasing Department to determine if such business may expose the County to any significant risks that my affect the overall integrity of records stored. This determination will be made solely by Hidalgo County and if a risk is determined, the bidder may be disqualified from the procurement process.

10. The facility shall maintain a good fire prevention program based on good housekeeping procedures, including but not limited to:

    a) Smoking or use of open flame devices in storage areas shall be prohibited.
    b) The facility shall have appropriate fire detection and suppression systems with such procedures in place to ensure their effectiveness.

c) Such systems must include adequate smoke and fire early warning systems.
d) Sprinkler systems should be equipped with a warning mechanism to alert staff of activation and have manual shut-off device to prevent unnecessary water damage to the records
e) Halon is a preferred suppression system (same as or equivalent too) meeting specifications of this requirements.

11. The facility must be climate and humidity controlled. The humidity shall not exceed 60% and the temperature shall not exceed 90 degrees Fahrenheit in the paper records storage area.

12. Boxes shall not be stacked more than four (4) boxes high.

13. The contractor must maintain an adequate pest control program that includes at least two **termite, silverfish and carpenter ants** inspections per year (at least once every six (6) months) by a qualified pest control service. Proof of such inspections must be provided to each individual county department(s) under this bid. Failure to provide proof of inspections within 10 days of such inspections, may result in Hidalgo County terminating the contract without notice to the vendor. User department(s) including in this bid shall be notified immediately if any insect infestation is detected inside the storage facility.

14. Air quality must be maintained in a manner that ensures that no contaminants that may cause damage to records (i.e. mold) occurs.

15. The current awarded contractor for this bid is **CTC Distributing** and it does not permit the inspection of their premises by interested bid participants.

16. **Records Inventory List**: For the purposes of this bid submittal, the current contractor has submitted the following inventory, and to the best of the County's knowledge, such inventory as of **December 00, 2010** includes the following:

INVENTORY	DISTRICT CLERK'S	PURCHASING AGENT	SHERIFF'S OFFICE
Letter/Legal Size Boxes		0	
Letter Transfer Size Boxes		755	
Legal Transfer Size Boxes		0.	
Non-Standard Size Boxes		0	
Books		0	
Check Boxes		0	

17. Bidders are advised that all County departments hold their most active files, but may at any time request such records to be made part of existing storage inventory. A "Request" for a file or box shall consist of a County Department's designated person providing a written form (see Exhibit "G") to the selected bidder of the exact file/box being sought for Retrieval and Delivery.

18. If necessary, upon award of bid the transfer of all inventory from the current storage facility will be conducted under the supervision of the user department(s) authorized designee and the Purchasing Department. **All expenses associated with the transfer of inventory shall be at the County's expense and shall be the responsibility of the County**. However, selected bidder must be prepared to resume immediate, uninterrupted, efficient transition of all specified requirements and services.

19. Minimum detailed specifications are included for storage boxes. Compliance with all specifications and conditions are required. No substitutions allowed. (meets minimum specifications)

Specification(s) for Storage Box:	Letter/Legal 12 W x 15 L x 10 H Separate Cover Triple Walled (Width) Double Walled (Length) Double Bottom

20. Security Guidelines: The contractor shall provide protection against sabotage, theft, and vandalism. All visitors to the storage facility must be required to register upon entrance and monitored during their stay. Exits should be in areas that are closely monitored.

21. On-site Access: The selected bidder will work with the user department(s) on special projects requiring the temporary staging of records at the record storage facility. These projects are usually for the purpose of verifying contents before destruction, renumbering boxes, conducting detail searches, and for shifting files throughout a range of boxes. Hidalgo County will provide a minimum of 24 hours notice for projects that involve staging of ten (10) or more boxes.

    Hidalgo County reserves the right to access the storage premises with reasonable written notice during regular work hours for the purposes of auditing, inspecting, and/or confirming storage methods.

22. **NOTE: ALL RECORDS SHALL BE PICKED UP, DELIVERED, AND TRANSPORTED TO AND FROM THE USER DEPARTMENT(S) OFFICE BY CONTRACTOR'S EMPLOYEES AND USING CONTRACTOR'S VEHICLES**.

23. Response Time. The parties agree to the following response time by Company:

    a. Files and boxes shall be picked up for storage within five (5) days of receipt of work order from the Department.

    b. Retrieval and Delivery of files from storage to the Department shall occur twice a day - by 10:00 a.m. and by 3:00 p.m. on the same day a request is made so long as such request is made no later than 1:00 p.m. For orders placed after 1:00 p.m., files and boxes shall be delivered on the next business day by 10:00 a.m.

    c. In the case there is an emergency request for the delivery of a file or box, such delivery shall be made within 2 business hours from the time of the request.

24. All files or boxes recalled from storage shall be delivered within the time-frame stated above. However, if a file has not been delivered within this time frame, the maximum allowable Response Time for a status report (i.e. in route, delivered, not found, etc.), shall be 24 hours from the time the file/box is Requested. **Continued failure to meet these requirements may be cause for termination of the contract.**

25. **Hours of Services Required**: Hours of Service shall be normal business hours, 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. However, service must be available at a moment's notice, 24 hours a day, upon written notification by the user department of an emergency situation; See Exhibit "H" Request for Emergency Services).

26. **Monthly Reports**: Hidalgo County requires monthly activity reports reflecting the total number of containers in storage by category (i.e. probate/criminal/civil), number of new containers added, number of containers permanently removed, number of boxes/files requested, number of boxes retrieved, number of boxes delivered and the number of boxes picked up for storage. In addition to this information, the monthly report should include a list of files requested but not found (Monthly reports shall be due at the County Department no later than the 10th day after the end of each month.

The following electronic inventory and tracking system must be provided to identify each individual file before delivery to the appropriate user department or re-filed. All files sent to storage or that are retrieved from storage shall be maintained with a reference tracking system:

- Must maintain an electronic database that is accessible from multiple sites.
- Document jackets must provide some type electronic tracking mechanism, preferably an RFID tag on the jacket or to a lesser extend a bar code.
- An exact electronic inventory of all files must be provided as needed to the County.
- Both the vendor site and the County must have compatible readers and access to the inventory at all times.
- All files must be accounted for and tracked through the electronic system at all times, at all sites.
- Electronic tag on case jacket must be of an accepted industry standard format.
- RFID (tracking system) is a preferred method, vendor/bidder will not be disqualified for providing a bid on any other tracking system. If the tracking system submitted by the vendor in the bid is not the system preferred by Hidalgo County (as indicated and specified in the bid packet), Hidalgo County reserves the right to request a demonstration of the system in order to assess and ensure compliance with Hidalgo County needs and requirements.

27. **Additional Information:** Hidalgo County is requesting that any and all questions, inquiries and clarification regarding this RFB, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 So. Business 281, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, **FEBRUARY 16, 2011**, 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday, **FEBRUARY 18, 2011**.

PRE-BID CONFERENCE: A pre-bid conference will be held at Hidalgo County Purchasing Department (New Administration Building) located at 2802 So. Business 281 (Conference Room) in Edinburg, Texas 78539 at 2:00 p.m. on MONDAY, FEBRUARY 14, 2011.

28. **TERM OF CONTRACT:** The initial term of contract will commence upon award and execution of a contract for a one (1) year period. The County shall have the right to extend the contract for two (2) additional one (1) year terms under the same rates/fees, terms and conditions reflected in the County's bid award described on the Bid Page (Exhibit "B").

29. **OPTION TO RENEW:** Hidalgo County may renew the contract for two (2) additional one (1) year periods except as otherwise provided herein, all terms and conditions will remain unchanged and in full force and effect. The option to renew, if exercised, shall be executed in the form of a change order to be issued no sooner than ninety (90) days prior to expiration of the contract and no later than thirty (30) days of the final day.

30. **GRACE PERIOD:** Hidalgo County reserves the right to continue this bid under the same terms and conditions for an additional ninety (90) day grace period at the end of the contract term for unforseen delays in the award of a new bid, or the county's inability to obtain all records from the storage site.

31. **CONTRACT AWARD:** Hidalgo County reserves the right to award a contract to the responsible bidder meeting all specifications and submitting the lowest bid for all items and Services identified in the Specifications and General Provisions.

Upon the termination or expiration of the Contract, the vendor shall make available to the County any and all County files it holds in its possession in a timely manner but in no circumstances any longer than thirty (30) days upon termination or expiration of the Contract in order for the County to transport such files to its own or another facility. All files shall be made available to the County for transport at no additional cost to the County.

All files held in storage on behalf of the County are records belonging the public and must be returned to the County regardless of when and/or where they are located in the future.

32. **PURCHASE ORDER**: Contractor will not perform any services until a purchase order number is assigned by the designated representative of the Purchasing Department. Contractor will reference contract number and purchase orders on all invoices submitted to the Hidalgo County District Clerk. Actual requirements will be stated through issuance of individual purchase orders against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such purchase orders are issued.

33. **TERMINATION:** The contract awarded to the successful bidder will be in effect until (a) the contract expires, (b) performance of all specifications, requirements and services ordered, or (c) terminated by either party with thirty (30) day's written notice with or without cause, or (d) upon award of contract to a new bidder, whichever comes first.

34. **CONTRACT ADMINISTRATOR:** For purposes of monitoring performance, establishing requirements, approving and coordinating schedules, users, and equipment, the County Purchasing Department named below shall act as contract administrator on behalf of Hidalgo County:

HIDALGO COUNTY PURCHASING DEPARTMENT
ATTN: CONTRACT ADMINISTRATORS
2812 S. BUSINESS HWY 281 (NEW ADMINISTRATION BLDG.)
EDINBURG, TX 78539
(956) 318-2626

35. **ADDITIONAL PROVISION:** The following clauses or provisions must be included in the contract:

A. **Liquidated Damages Clause:** The vendor acknowledges that the files and documents being stored are important public records, and that the ultimate safety and security of the documents and files rests with the District Clerk. The vendor and Hidalgo County agree that the loss of files or documents by the vendor will result in certain damages and costs to the County which are not accurately ascertainable. Therefore, in the event that a file is lost or destroyed as a result of the negligent or willful act of the vendor or its agents, employees, officers or contractors, and said loss or destruction is not covered by insurance required to be maintained under other provisions of these specifications, the vendor and Hidalgo County agree that the vendor shall pay to the Hidalgo County District Clerk, as liquidated damages, the sum of $1,000.00 for each file or portion of a file which is lost or destroyed within 10 days upon the discovery of the lost or destroyed file or portion thereof. The vendor and Hidalgo County agree that the amount established by this provision as liquidated damages is reasonable under the circumstances existing at the time of the execution of this contract with vendor pursuant to this procurement.

36. **SCOPE OF CONTRACT:** The contract for the procurement of the Services describes herein shall be a **firm fixed price, estimated quantity contract** calling for delivery of the products and Services identified in the Bid Specifications, including the **Records Inventory List** (see page 3, Specifications above), at the stated prices, submitted by the bidder. Upon acceptance of a bid by Hidalgo County Commissioners' Court and issuance of a Contract Award by the Hidalgo County Purchasing Agent, contractor shall be obligated to perform the

services at the stated prices, within the time specified, and in accordance with all Legal Notices and Specifications contained herein.

The quantities stated in the **Records Inventory List** are the best estimates of the current vendor for current inventory as of December 6, 2007. This represents a realistic estimate based on past consumption for purposes of securing a bid price. **The quantities are not firm and are not hereby ordered or called for. No County department is required to use the services of the selected bidder at any time but shall only use such services as may be convenient and necessary for the proper records management operation of the particular office and department.** Actual requirements for services will be stated through issuance of individual purchase orders against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such purchase orders are issued.

CHANGES TO GENERAL SCOPE OF CONTRACT: The County Purchasing Agent may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:

- **a.** Method of delivery or pickup of files
- **b.** Place of deliveries.
- **c.** Correction of errors of a general administrative nature of other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.
- **d.** Description of services to be provided which do not result in additional expenses to the Contractor.
- **e.** Time of performance (i.e. hours of day, days of week, etc.)

37. **FUNDING:** Funds for payment on the proposed contract have been provided through the COUNTY OF HIDALGO budget approved by Commissioners' Court for 2008 year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this contract is considered a recurring requirement and is included as a standard and routine expense of Hidalgo County to be included in each proposed budget within the foreseeable future.

County Commissioners' Court expect this to be an integral part of future budgets to be approved during the period of the proposed contract except for unanticipated needs or events which may prevent such payments against the contract. However, COUNTY OF HIDALGO cannot guarantee the availability of funds, and enters into this contract only to the extent such funds are made available. The Fiscal Year for County extends from January 1st to December 31st of each calendar year.

38. **INVOICING:** All invoices submitted by contractor must reference the contract number and purchase order number(s) on the invoice. Hidalgo County will not pay invoices that are in excess of the amount authorized by the purchase order number or the contract.

39. **INSURANCE AND LIABILITY:** Bidder must hold all applicable licenses, permits, bonds and insurances. During the period of this contract, the selected bidder must maintain at his/her expense insurance with limits not less than those prescribed below. With respect to required insurance, the selected bidder shall:

- **a.** Name COUNTY as additional insured/or an insured, as its interests may appear.
- **b.** Provide COUNTY a waiver of subrogation.
- **c.** Provide COUNTY with a thirty (30) day advance notice of cancellation or material change to said insurance.
- **d.** Provide the COUNTY Purchasing Agent a Certificate of Insurance evidencing required coverages within ten (10) days after receipt of Notice of Award.

e. Submit a certificate of insurance reflecting coverage as follows:

Automobile Liability:
Bodily Injury (Each person)..... $ 300,000.00
Bodily Injury (Each accident).....$ 500,000.00
Property Damage .....$ 300,000.00

General Liability (Including Contractual Liability):
(**Each Occurrence)**
Bodily Injury .....$ 500,000.00
Property Damage .....$ 500,000.00

Excess Liability:
Umbrella Form .....Not Required

Worker's
Compensation:.......Statutory

This requirement has been determined to involve minimum hazards and low dollar values. Insurance underwriters must be acceptable to County.

40. **DESIGNATED COUNTY HOLIDAYS 2011:** No deliveries will be requested on designated holidays, unless specific prior arrangements have been made. Below is the approved holiday schedule. Future schedules are expected to be similar.

HOLIDAY SCHEDULE 2011		
NEW YEAR'S DAY	FRIDAY/MONDAY	DECEMBER 31, 201 & JANUARY 03, 2011
MARTIN LUTHER KING DAY	MONDAY	JANUARY 17, 2011
PRESIDEN'TS DAY	MONDAY	FEBRUARY 21, 2011
GOOD FRIDAY	FRIDAY	APRIL 22, 2011
EASTER	MONDAY	APRIL 25, 2011
MEMORIAL DAY	MONDAY	MAY 30, 2011
INDEPENDENCE DAY	MONDAY	JULY 04, 2011
LABOR DAY	MONDAY	SEPTEMBER 05, 2011
COLUMBUS DAY	MONDAY	OCTOBER 10, 2011
VETERAN'S DAY	FRIDAY	NOVEMBER 11, 2011
THANKSGIVING DAY	THURSDAY/FRIDAY	NOVEMBER 24 -25, 2011
CHRISTMAS DAY	FRIDAY/MONDAY	DECEMBER 23 & 26, 2011

DOCUMENTATION:

Bidders shall submit the following documents with this bid, or at a minimum, subsequent to bid opening, as applicable. **HOWEVER IT SHOULD BE UNDERSTOOD BY ALL BIDDERS, THAT HIDALGO COUNTY RESERVES THE RIGHT TO REJECT BID SUBMISSIONS THAT DO NOT CONTAIN ALL OF THE DOCUMENTATION DETAILED BELOW:**

1. Request For Bid Letter consisting of 1 page.(with bid)

2. Request for Bid, Legal Notice, consisting of 8 pages.(with bid)
3. Exhibit "A", Specifications, Affidavit(s) (Attachments) consisting of 13 pages.(with bid)
4. Exhibit "B", Bid Page consisting 1 page (with bid).
5. Exhibit "C", Insurance Requirements consisting of 3 pages (with bid).
6. Exhibit "D" , Copy of Conflict of Interest Form - **Original Must be Filed by Bidder at the Hidalgo County Clerk's Office.**
7. Exhibit "E", State of Texas Library Commission Rules and Regulations.
8. Exhibit "F", List of Key Persons, consisting of 1 page.(with bid)
9. Exhibit "G", Information Request Forms, consisting of 1 page.(with bid)
10. Exhibit "H", Request for Emergency Service, consisting of 1 page.(with bid)
11. Vendor/Bidder Application and W-9 form consisting of 6 pages.
12. Draft Service Contract consisting of 15 pages.
13. Certification Regarding Debarment consisting of **1** page.

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EXHIBIT "A"

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AFFIDAVIT

BEFORE ME, the undersigned _____authority on this _____day personally appeared who, being by me duly sworn, upon oath says: that he/she is duly qualified and authorized to make this affidavit for and on behalf of _____, bidder/offeror /contractor, of County, Texas, and is fully cognizant of the facts herein set out and affirms to the truth and accuracy of the certifications made herein by signing this affidavit; that the bidder/offeror/contractor has received the list of key persons dated _____ , 2011, and attached to this affidavit as Exhibit "A"; that he/she personally read the said Exhibit "A"; that he/she can read the English language; and that he/she has no knowledge of any key person with whom the bidder/offeror is doing business or has done business during the 365-day period immediately prior to the date of this affidavit whose name is not disclosed in the bid, offer, or contract.

Bidder/Offeror/Contractor

_____

Signature of Affiant

_____

Typed or Printed Name of Affiant

_____ Title of Affiant

_____

Address

SUBSCRIBED AND SWORN to before me by the said _____ this ___day of _____ 2011, to certify which witness my hand and seal of office.

Notary Public in and for _____County, Texas.

_____

Typed or printed name of notary

My commission expires:

EXHIBIT "A"

ATTACHMENT 1

Bidder acknowledges that Bidder is doing business or has done business during the 365-day period immediately prior to the date on which this bid is due with the following key persons and warrants that these are the only such key persons.

1. _____ _____
   Print Name Title

2. _____ _____
   Print Name Title

If no one is listed above, Bidder warrants that Bidder is not doing business and has not done business during the 365-day period immediately prior to the date on which this bid is due with any key person.

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I. **Vehicles:** List vehicles to be utilized for this Project: Make/Model, Vehicle Identification Numbers, License Plate Numbers, for each vehicle currently owned and/or leased by bidder which shall be covered under insurance requirements as set forth by Hidalgo County. (If additional space is required a second sheet is provided.) Vendor must provide the following information:

Year/ Make/Model	Vehicle Identification No.	License Plate No.	Vendor Owned or Leased

II. **System/Equipment:** List equipment that you will be utilizing to render the services detailed in the specifications.(i.e. shelving, file storage, tracking system).

III. **Staffing:** Number of employees that will be assigned to render all specifications detailed herein for storage boxes for Hidalgo County? Explain staff positions and duties.

EXHIBIT "F"

KEY LIST

"OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK UP, RETRIEVAL & DELIVERY SERVICES" for HIDALGO COUNTY
BID NO.: 2011-012-00-00-YZV

LIST OF KEY PERSONS

NAME OF INDIVIDUAL HOLDING OFFICE/POSITION	POSITION HELD
HON. RAMON GARCIA	HIDALGO COUNTY JUDGE
	ADMINISTRATIVE ASSISTANT
HON. JOEL QUINTANILLA	HIDALGO COUNTY PRECINCT NO. 1
HON. HECTOR "TITO" PALACIOS	HIDALGO COUNTY PRECINCT NO. 2
HON. JOE M. FLORES	HIDALGO COUNTY PRECINCT NO. 3
HON. JOSEPH PALACIOS.	HIDALGO COUNTY PRECINCT NO. 4
HON. LAURA HINOJOSA	HIDALGO COUNTY DISTRICT CLERK
	CHIEF DEPUTY
MARTHA L. SALAZAR	HIDALGO COUNTY PURCHASING AGENT

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EXHIBIT “H”

REQUEST FOR EMERGENCY SERVICES

This is to authorize the retrieval and delivery of records under emergency (special) circumstances as per Section VI, Hours of Service Required, and Section IX, Contract (Special) Provisions, of the

“Off-Premises Storage, Records Management, Pick Up, Retrieval & Delivery Services - User Department (Type department name)Specifications.

I, _____, hereby acknowledge that an urgency exists which warrants the immediate retrieval and delivery of the records listed on the attached Exhibit “G”.

_____ _____

Type Name of Department Head and/or Designee Date

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VENDOR:_____

EXHIBIT "B"

BID PAGE
"OFF PREMISES STORAGE, RECORDS MANAGEMENT,
PICK UP, RETRIEVAL & DELIVERY SERVICES" **for**
HIDALGO COUNTY
BID NO.: 2011-012-02-23-YZV

Hidalgo County will award to the responsible bidder submitting the **lowest bid** for the item(s) as specified/identified in the Schedule of Items (Records Inventory List) and meeting all specifications/requirements for all departments.

All bidders must present costs on a monthly basis in equal amounts for up to 36 months. No deviations in monthly cost will be accepted. This is a term contract with a Firm fixed monthly rate regardless of the services provided. NO DEVIATIONS FROM HIDALGO COUNTY SPECIFICATIONS WILL BE ACCEPTED.

Hidalgo County will award this contract on yearly basis, commencing on the date of award and/or execution of contract. The County of Hidalgo has the sole option to renew and extend for an additional two (2) - one (1) year periods.

(A) PRICE FOR STORAGE OF **CURRENT AND FUTURE** RECORDS INVENTORY: **DISTRICT CLERK'S OFFICE**

MONTHLY $_____ANNUAL$ _____

(B) PRICE FOR STORAGE OF **CURRENT AND FUTURE** RECORDS INVENTORY **PURCHASING DEPARTMENT**

MONTHLY $_____ANNUAL$ _____

(C) PRICE FOR STORAGE OF **CURRENT AND FUTURE** RECORDS INVENTORY: **SHERIFF'S OFFICE**

MONTHLY $_____ANNUAL$ _____

(D) BIDDER IS TO PROVIDE A BID PRICE FOR STORAGE BOXES. **(PLEASE SPECIFY BOX SIZE)**

BID PRICE $_____SIZE:_____

BID PRICE $_____SIZE:_____

EXHIBIT "B"

BID PAGE
"OFF PREMISES STORAGE, RECORDS MANAGEMENT,
PICK UP, RETRIEVAL & DELIVERY SERVICES" **for**
HIDALGO COUNTY
BID NO.: 2011-012-00-00-YZV

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

PHONE №: _____ **FAX №:** _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ **EMAIL:** _____

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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-11-012-00-00

THIS CONTRACT is made and entered into this____day of_____, 2011 by and between the COUNTY OF HIDALGO, TEXAS ("County"), and_____ a Texas Corporation ("Company").

WHEREAS, Company responded to advertised notices for bids for "**Off-Premises Storage, Records Management, Pick Up & Delivery Services" for Hidalgo County District Clerk, Purchasing Department, and Sheriff's Office;**

WHEREAS, Company submitted a bid to provide services in accordance with the specifications a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the services described in the Specifications through Company's, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and 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 described in the Specifications for Hidalgo County District Clerk, Purchasing Department, and Sheriff's Office (the "Department"). This Contract does not extend to any third

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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, the following services as described in the Specifications on an as needed basis for Department or its designated agent:

a. Storage of all new/additional records in new proper storage boxes;
b. Pick up of files and/or boxes from County for storage on a daily basis at least twice a day (morning by10:00 a.m. and afternoon by 3:00 p.m.) and on an emergency basis as described in the Specifications.
c. Delivery of files and/or boxes requested by Department;
d. Provision of replacement boxes at no charge to County;
e. Storage of files/boxes kept on behalf of Department in a centralized location in close proximity to each other (i.e. one location);
f. Bar-coding of all boxes sent to storage or retrieved from storage before delivery to County Department or before being refilled (bar-coding requirements are more specifically defined in _____).

The services described in items 2 (a-g) shall be referred to as the "Services". Company agrees that in performing the Services it will use proper professional standards, comply with any and all appropriate laws and regulations and shall devote such time as is necessary to safely and efficiently provide the Services.

3. **Definitions**: For purposes of this Contract, the following terms shall mean:

a. "**Request**" for a file or box shall consist of the Department providing a written form (see Exhibit ____) to Company for the exact file/box sought for Retrieval and Delivery.

b. "**Retrieval**" shall mean the actual transport of a file from storage which is then prepared for delivery to the Department. Any instance in which a file is requested more than once because the Company failed to deliver or locate such file after the initial request, shall not be considered or counted as a separate retrieval regardless of the reason such delivery was not made.

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c. "**Delivery**" is defined as the actual carrying and turning over to the intended recipient of a file or box requested from storage.

d. "**Pick Up"** shall mean the actual physical carrying and transporting of a file or box from the Department by the Company with the intent of filing and storing such file or box at the Company's facility.

4. **Term**. This Contract shall be for a period beginning March 3, 2011 and ending on March 2, 2012, and may be extended at the sole discretion of County for an additional ninety (90) days (the "Grace Period") for unforeseen delays in the award of a new bid or the County's inability to obtain all records from the storage site.

5. **Renewal**. County may renew this Contract for two (2) additional one (1) year periods. Except as otherwise provided herein all terms and conditions will remain unchanged and in full force and effect. The option to renew, if exercised, shall be executed in the form of a change order to be issued no sooner than ninety (90) days prior to expiration of the contract and no later than thirty (30) days of the final day of the contract period.

6. **Hours of Service**. Hours for Services shall be normal business hours, 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. However, Services must be available at a moment's notice 24 hours a day, upon written notification by the Department of an emergency situation (see Exhibit ____).

7. **Payment**. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" (see Bid Sheets) attached hereto payable against written invoice submitted by Company. The parties further agree that this Contract is on an "as-needed" basis as may be convenient and necessary for its proper records management operation and if at any time, the Department does not opt to request any Service in a particular

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month, no payment shall be due to Company for said month.

8. **Storage Box Specifications.** Contractor agrees to comply with the following box specifications for the storage of the Department's files:

Legal and Letter12 W X 15 L X 10 H;
Separate Cover; Triple Walled (Width);
Double Walled (Length);
Double Bottom.

9. **Bar Coding Specifications.** Contractor agrees to use the _____ bar-coding system to bar-code all files delivered to County from storage and all files picked up from County for storage. Such system is compatible with the County's internal bar-coding system and must be available at all times during the performance of this Contract.

10. As a condition of this Contract, the storage facility where County records will be stored must be located entirely within Hidalgo County.

11. Company agrees to be solely responsible for the review and compliance of all applicable statutes or regulations related to storage of public records. All record storage management must also be conducted in accordance with applicable State of Texas Library Commission rules and regulations.

12. **Response Time**. The parties agree to the following response time by Company:

a. Files and boxes shall be picked up for storage within five (5) days of receipt of work order from the Department.

b. Retrieval and Delivery of files from storage to the Department shall occur twice a day - by 10 a.m. and by 3 p.m. on the same day a request is made so long as such request is made no later than 1 p.m. For orders placed after 1 p.m., files and boxes shall be delivered on the next business day by 10 a.m.

c. In the case there is an emergency request for the delivery of a file or box, such delivery shall be made within 2 business hours from the time of the request.

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13. **Facility Condition**. Company shall provide a storage facility that is free of dust and dirt buildup. The structure shall preferably be a standalone structure, but if shared with other businesses, a firewall of approved construction shall separate the two entities. The facility shall maintain a good fire prevention program based on good housekeeping procedures including but not limited to: (1) Smoking and use of open flame devices in storage areas shall be prohibited; (2) The facility shall have appropriate fire detection and suppression systems with such procedures in place to ensure their effectiveness; (3) Such systems must include adequate smoke and fire early warning systems; (4) Sprinkler systems should be equipped with a warning mechanism to alert staff of activation and have a manual shut-off devise to prevent unnecessary water damage to records; (5) Halon is preferred suppression system. The facility shall also be client and humidity controlled with humidity not exceeding sixty percent (60%) and the temperature shall not exceed 90 degrees Fahrenheit in the records storage area. Air quality must be maintained in a manner that ensures that no contaminant that may cause damage to records (i.e. mold) exists.

14. **Pest Control and Inspections.** The Company agrees to maintain an adequate pest control program that includes at least two (2) termite, silverfish and carpenter ants inspections per year (at least once every six (6) months) by a qualified pest control service company. Proof of such inspections must be provided to the Department. Failure to provide proof of inspections within 10 days of such inspections may result in County terminating the contract without notice to vendor. The County shall be notified immediately if any insect infestation is detected inside the storage facility and immediate remediation measures shall be taken by Company to correct the infestation.

15. **Monthly Reports.** Department shall require Company to provide monthly activity reports reflecting the total number of containers in storage by media type, number of new containers

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(boxes) added; number of containers (boxes) permanently removed; number of boxes/files requested, number of boxes retrieved; number of boxes delivered and the number of boxes picked up for storage. In addition, the monthly report must include a list of files requested but not found. Monthly reports shall be due at the Department no later than the 10th day after the end of the month. During the first twelve (12) months of the Contract term, the Company agrees to provide County an inventory of all files stored on site.

16. **Security**. The Company shall provide protection against sabotage, theft and vandalism. All visitors to the storage facility shall be required to register upon entrance and monitored during their stay. Exists shall also be in areas that are closely monitored.

17. **On-Site Access**. Company shall work with Department on special projects requiring temporary staging of records at the records storage facility. These projects are usually for the purpose of verifying contents, renumbering of boxes, conducting detailed searches, and for shifting files throughout a range of boxes. County agrees to provide a minimum of 24 hours notice for projects that involve staging of ten (10) or more boxes. Department also reserves the right to access the storage premises with reasonable written notice during regular working hours for the purposes of auditing, inspecting, and/or confirming files storage methods.

18. 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.

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

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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.

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

21. **Indemnification**. 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 Services by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

22. **Non-Assignment.** This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

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

24. **Successors.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors,

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and assigns where permitted by this Contract.

25. **Independent Contractor**. The Company, at all times will act as an independent contractor providing the Services and will not act or hold itself out to third parties as an employee or agent of County in the provision of the Services. The County shall not control how the results or the details of the Services are provided and/or achieved. As an Independent Contractor, Company shall supply its own tools, equipment, materials, supplies and/or labor as may be necessary to complete the Services and shall not rely on or require the County to supply any of the above, unless otherwise specified in this Contract.

26. 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: _____
_____
_____
_____

27. 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.

28. **Termination**. This Contract shall be in effect until (a) the Contract expires; or (b) performance of all specifications, requirements and services are completed; or (c) terminated by either party with thirty (30) days written notice with or without cause; or (d) upon award of contract

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to a new bidder, whichever comes first.

29. Upon the termination or expiration of the Contract, the Company shall make available to the County, any and all County records it holds in its possession in a timely manner but in no circumstances any longer than thirty (30) days upon termination or expiration of the Contract in order for the County to transport such files to its own facility or another facility. All such files shall be made available to the County for transport at no additional cost to the County. **Company understands that all files held in storage on behalf of the County are important public records and are public property which must be returned to an appropriate County Official regardless of when and/or where they are located in the future.**

30. 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.

31. **TEXAS LAW TO APPLY. THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.**

32. **Liquidated Damages**. The Company acknowledges that the files and documents being stored are important public records, and that the ultimate safety and security of the documents and files rests with the Department. The Company and County agree that the loss of files or documents by the vendor will result in certain damages and costs to the County which are not accurately ascertainable. Therefore, in the event that a file is lost or destroyed as a result of the

DRAFT

negligent or willful act of the Company or its agents, employees, officers or contractors, and said loss or destruction is not covered by insurance required to be maintained under other provisions of this Contract, the Company and County agree that Company shall pay to Hidalgo County, as liquidated damages, the sum of One Thousand Dollars and no/100ths ($1,000.00) for each file or portion of a file

33. **Changes to Contract**. The County Purchasing Department may at any time, by written order, and without notice to the Company's sureties, make reasonable changes within the general scope of the contract in any of the following: (1) method of delivery or pickup of files; (2) place of deliveries; (3) corrections of errors of a general administrative nature or other mistakes; the correction of which does not affect the scope of the contract, or does not result in expense to Company; (4) description of services to be provided which do not result in additional expenses to the Company; (5) time of performance (i.e. hours of day, days of week, etc.). All other amendments to the Contract shall be agreed to by bother parties and shall be made in writing by Contract amendment.

34. **Commitment of Current Revenues Only.** In the event that during any term hereof, the County's governing body does not appropriate sufficient funds to meet its obligations of this Contract, then the County may terminate this Contract upon sixty (60) days written notice to the Company. The County however, agrees to use its best efforts to secure funds necessary for the continued performance of this Contract. The County intends this provision to be a continuing right to terminate this Contract at the expiration of each budget period pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903.

34. **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

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representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and not otherwise.

WITNESS our hands in duplicate originals this_____ day of _____, 2011.

COUNTY OF HIDALGO

ATTEST: By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY

_____

By:_____
Printed Name:_____
Title:_____

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

By:_____

Approved by Commissioners' Court on, _____day of _____, 2011

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EXHIBIT “A”

SPECIFICATIONS

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EXHIBIT “B”

PAYMENT SCHEDULE

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EXHIBIT "C"

INSURANCE REQUIREMENTS

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AI-24947 **13.I.**

BCAP Application for Payment #1(Final) - Brenda Gay Subdivision Precinct No.1

CC CONSENT

Date:	02/01/2011
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department

Information

CAPTION

Approval of Application for Payment No. 1 (Final) in the amount of $58,847.73 from M Construction, LTD, contracted vendor for Brenda Gay Subdivision as submitted by Izaguirre Engineering Group, LLC project engineer (C-CAP-09-371-11-24).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010	ACCT. #: 0-1312-431-00-121-120-0-73X
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

P.O.# 641322 for M. Construction, LTD

Obj. 731 "Roads"-Amount available as of 1-28-11 $35,673.65
Obj. 733 "Drainage Ditches"-Amount available as of 1-28-11 $29,602.72

Pending year end carryovers.

Attachments

Link: Application for Payment No.1 Final Brenda Gay Subdivision

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	01/25/2011 10:22 AM	APRV
2	Purchasing Department	Marty Salazar	01/26/2011 03:06 PM	APRV
3	Budget & Management	Angela Garcia	01/27/2011 07:43 AM	APRV
4	Ivan Cantu	Ivan Cantu	01/28/2011 03:55 PM	APRV
5	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Marcie Jackson — Started On: 01/21/2011 10:38 AM

Final Approval Date: 01/28/2011

APPLICATION FOR PAYMENT NO.1 FINAL

To: HIDALGO COUNTY (OWNER)
From: M CONSTRUCTION, LTD (CONTRACTOR)
Contract: BORDER COLONIA ACCESS - 3rd ROUND
Project: ROAD & DRAINAGE CONSTRUCTION FOR BRENDA GAY SUBDIVISION
Owner's Contract No. C-CAP-09-371-11-24 Engineer's Project No. -
For Work accomplished through the date of: November 15, 2010

1. Original Contract Price:	$ 55,766.37
2. Net change by Change Order and Written Agreements(+or-):	$ 9,620.00
3. Current Contract Price (1 plus 2):	$ 65,386.37
4. Total completed and stored to date:	$ 65,386.37
5. Retainage (per Agreement):	
10% of completed Work: $ 6,538.64	
of stored material	
Total Retainage:	$ 6,538.64
6. Total completed and stored to date less retainage (4 minus 5)	$ 58,847.73
7. Less previous Application for Payments:	$ -
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	$ 58,847.73

01/25/2011

Accompanying Documentation:

REQ# 176891 P.O.# 641322
0-1312-431-00-121-120-0-731→$35,783.65
<-3,578.37>=$32,205.28

REQ# 176891 P.O.# 641322
0-1312-431-00-121-120-0-733→$29,602.72
<-2,960.27>=$26,642.45

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies f
Work done under the Contract referred to a
obligations incurred in connection with Wor
inclusive: (2) title of all Work, materials and
this Application for Payment will pass to O\
encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date January 13, 2010

M. CONSTRUCTION, LTD
CONTRACTOR

By: _____

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 18th day of January, 2011

Notary Public
My Commission expires: _____

YVETTE LONGORIA
Notary Public, State of Texas
My Commission Expires
09/16/2012

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date January 13, 2010

ENGINEER

INVOICE RECEIVED BY: _____ ON 1/18/11
GOODS/SERVICES RECEIVED BY: _____ ON 1/18/11

Exhibit E-C

M CONSTRUCTION CO., LTD — Contractor Name
June 7, 2010 — Starting Date
December 5, 2010 — Project Ending Date
10% — Retainage Percent

Application No. 1
Application Date: November 15, 2010
Period To: November 15, 2010
Engineer Firm Izaguirre Engineering Group

Summary

CSJ #	CSJ Name	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Payment Application No 4	Total To Date	Balance To Finish	Retainage	Net	Payments to Date	Payment Due
C-CAP-09-372-11-24		$ 55,766.37	$ 65,386.37	$ 65,386.37	$ -	$ -		$ 65,386.37	$ -	$ 6,538.64	$ 58,847.73	$0.00	$ 58,847.73
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
	TOTALS:	**$ 55,766.37**	**$ 65,386.37**	**$ 65,386.37**	**$ -**	**$ -**		**$ 65,386.37**	**$ -**	**$ 6,538.64**	**$ 58,847.73**	**$0.00**	**$ 58,847.73**

Estimate Quantity Update Worksheet

Colonia: Brenda Gay Subdivision
Roadway: ALICE ST.
Control: CSJ # 3C10-801-20
Project No: C-CAP-09-371-11-24
County: HIDALGO
Est. No: 1 FINAL
Work Type: PAVING & DRAINAGE
Limits:
From: MILE 17 1/2
To: to the north 12+67 feet of ALICE ST.

Date: 11/15/2010
Contractor: M CONSTRUCTION CO., LTD
Original Contract Price: $ 55,766.37
Total of Change Orders: $ 9,620.00
Revised Contract Price: $ 65,386.37
Total Work Done: $ 65,386.37
% Complete: 100%

Date Began: 6/7/2010
Work Stoppage Date: 7/24/2010
Work Continued Date: 10/14/2010
Contract Time: 81 calendar days
Time Charged: 79 calendar days
% Time Used: 98%

			ORIGINAL CONTRACT			REVISED CONTRACT			PAYMENT APPLICATION No.1			PAYMENT APPLICATION No.2			PAYMENT APPLICATION No.3		
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	QTY	UNIT PRICE	AMOUNT	MO. QTY	QUANTITY TO DATE	COST TODATE	MO. QTY	QUANTITY TO DATE	COST TODATE	MO. QTY	QUANTITY TO DATE	MONTHLY ITEM COST
	(901)ADMINISTRATIVE																
	(902) PRELIMINARY ENGINEERING																
	(903) CONSTRUCTION ENGINEERING																
	(904) RIGHT-OF-WAY																
	(905) ROADWAY CONSTRUCTION																
BRENDA GAY SUBDIVISION																	
251	REWORK BS MTL (TY D) 8" (DENS CONT)	SY	3939	$1.00	$3,939.00	3939	$1.00	$3,939.00	3939	3939	$3,939.00						
310	PRIME COAT (MC-30)	GAL	679	$5.00	$3,395.00	679	$5.00	$3,395.00	679	679	$3,395.00						
340	ASPH CONC ACP SURFACE (TY D) (1 1/2")	SY	3395	$7.25	$24,613.75	3395	$7.25	$24,613.75	3395	3395	$24,613.75						
506	TEMP SEDMT CONT FENCE (INSTALL)	LF	60	$5.00	$300.00	60	$5.00	$300.00	60	60	$300.00						
506	TEMP SEDMT CONT FENCE (REMOVE)	LF	60	$2.00	$120.00	60	$2.00	$120.00	60	60	$120.00						
666 2012	REFL PAV MARK TY1(W)4"(SLD)(100MIL)	LS	2550	$0.50	$1,275.00	2550	$0.50	$1,275.00	2550	2550	$1,275.00						
666 2106	REFL PAV MARK TY1(Y) 4"(SLD)(100MIL)	LF	320	$0.50	$160.00	320	$0.50	$160.00	320	320	$160.00						
2500	EN-1 TREAT SUB-BASE (DC) (754 CY)	SY	3939	$0.50	$1,969.50	3939	$0.50	$1,969.50	3939	3939	$1,969.50						
2500	EN-1 ROADBOND (754 CY)	EA	22.8	$0.50	$11.40	22.8	$0.50	$11.40	22.8	22.8	$11.40						
6000	UTILITY / SERVICE ADJUSTMENTS	LS	1	$110.00	$110.00	0	$110.00	$0.00	0	0	$0.00						
	BRENDA GAY SUBDIVISION PAVING TOTALS				**$35,893.65**			**$35,783.65**			**$35,783.65**			**$0.00**			
	(906) DRAINAGE																
402	TRENCH EXCAVATION PROTECTION	SY	60	$2.00	$120.00	60	$2.00	$120.00	60	60	$120.00						
464	RC PIPE (CLIII) (24")	LF	52	$28.00	$1,456.00	32	$28.00	$896.00	32	32	$896.00						
465	INLET (GRATE) (TYPE 'C-C')	LF	1	$1,800.00	$1,800.00	1	$1,800.00	$1,800.00	1	1	$1,800.00						
466	WINGWALL (PRECAST CONC) (18" DRAIN)	EA	1	$1,200.00	$1,200.00	1	$1,200.00	$1,200.00	1	1	$1,200.00						
467	S.E.T. (6:1) (24" PIPE)	EA	2	$750.00	$1,500.00	1	$750.00	$750.00	1	1	$750.00						
530	DRIVEWAYS (TY PRB-1)	SY	518.59	$8.00	$4,148.72	608.59	$8.00	$4,868.72	608.59	608.59	$4,868.72						
5000	CORRUGATED HDPE (CULVERT PIPE) (15")	LF	528	$16.00	$8,448.00	638	$16.00	$10,208.00	638	638	$10,208.00						
5000	CORRUGATED HDPE PIPE (18")	LF	60	$20.00	$1,200.00	368	$20.00	$7,360.00	368	368	$7,360.00						
5001	GRATE FOR SAFETY END TREATMENT	EA				1	$600.00	$600.00	1	1	$600.00						
5002	4-FT DIA MANHOLE	EA				1	$1,800.00	$1,800.00	1	1	$1,800.00						
	BRENDA GAY SUBDIVISION DRAINAGE TOTALS				**$19,872.72**			**$29,602.72**			**$29,602.72**			**$0.00**			
	BRENDA GAY SUBDIVISION PROJECT TOTALS				**$55,766.37**			**$65,386.37**			**$65,386.37**			**$0.00**			

Monthly Totals:	$65,386.37
ADMINISTRATIVE (901)	
PRELIMINARY ENGINEERING (902)	
CONSTRUCTION ENGINEERING (903)	
RIGHT-OF-WAY (904)	
ROADWAY (905)	$35,783.65
DRAINAGE (906)	$29,602.72

Total to Date:
Roadway (905): $35,783.65
Drainage (906): $29,602.72
Total $65,386.37

Prepared and Checked By: Signature: Gilberto A. Gracia Date: 1-13-11

Printed Name: GILBERTO A. GRACIA

AI-24929 **13.J.**

Approval of Final Construction Contract-Diaz Subdivision-Pct 1, 3rd Call BCAP

CC CONSENT

Date:	02/01/2011
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Presentation for approval of final construction contract with Saenz Utility Contractors in the amount of $90,413.25 (awarded by CC on 10-19-10) for C-CAP-10-336-10-19 Road & Drainage Construction for Diaz Subdivision.

BACKGROUND

Only two (2) pages of contract (include contract #, awarded vendor name, amount) are provided as back up due to contract being too lengthy. Auditor's department is provided with one (1) fully executed original contract; Project Engineer: DOS Logistics, Inc.

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1312-431-00-121-228-1-73X

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

BUDGETARY IMPACT:

731 "Roads"-Available balance as of 1-28-11 $56,454.56.
733 "Drainage Ditches"-Available balance as of 1-28-11 $11,690.00

Pending year end carryovers.

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-121-228-0-731

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

BUDGETARY IMPACT:

Available balance as of 1-28-11 $22,268.69, pending year end closing.

Attachments

Link: diaz contract 24929

Link: ai req 24929

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/26/2011 02:41 PM	APRV

2	Budget & Management	Angela Garcia	01/27/2011 07:43 AM	APRV
3	Ivan Cantu	Ivan Cantu	01/28/2011 11:33 AM	APRV
4	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Yvette Islas

Started On: 01/20/2011 01:20 PM

Final Approval Date: 01/28/2011

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-CAP-10-336-10-19

This Agreement, entered into this **19th** day of **October, 2010** by and between Hidalgo County (hereinafter called the "OWNER," and, **Saenz Utility Contractors Ltd** (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

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

ROAD & DRAINAGE CONSTRUCTION FOR DIAZ SUBDIVISION

Hereinafter called the project, for the sum of **Ninety-thousand four-hundred and thirteen ($90,413)** Dollars and **twenty-five ($0.25)** Cents and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **TEDSI Infrastructure Group**, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within **120** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$200.00** for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHREOF, the parties to these present have executed this contract in six (6) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON **October 19, 2010**.

CONTRACTOR: Pedro Saenz
Print Name & Title: Pedro Saenz, Manager
Name of Firm: Saenz Utility Contractors Ltd
Address: 22290 FM 88, Edcouch TX 78538
Fed I.D. #/SS #: 47-0875517

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 10th day of January, 2011, by Manager (Title) Of and on behalf of Saenz Utility Contractors, Ltd. (A corporation)

NOTARY PUBLIC STATE OF TEXAS
JOSE L. SAENZ
My Commission Expires
November 12, 2011

Jose L. Saenz
Notary Public-Signature

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, Texas 78504

BY: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Ramon Garcia, County Judge

From:	marcie.jackson
To:	"Valde "
Cc:	"Yvette Islas"; katia.garcia@auditor.co.hidalgo.tx.us; "Agapito Vargas"; "John Paul Lugo"; martha.mena@co.hidalgo.tx.us; dina.trevino@co.hidalgo.tx.us
Subject:	Agenda Item BCAP - Diaza Subdivision
Date:	Monday, January 24, 2011 8:16:37 AM

Yvette,

Please submit:

Approval of final negotiated contract for Precinct 1 – 3rd Call Border Colonias Project: Diaz Subdivision (CSJ: 3C1080228)

Contractor: Saenz Utility Contractors LTD
Project Engineer: TEDST Infrastructure Group Consulting Engineers
Account: 0-1311-431-00-121-228-1-731 & 733
0-1200-431-00-121-228-0-731

Thanks,

Agapito Vargas, Executive Director

Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78577
Office Tel: 956/787-1891
Fax: 956/787-4683
Cell: 956/460-6364
email: agapito.vargas@co.hidalgo.tx.us