AI-25207 **2.A.**

INTRA - BCAP (1312) - Morningside South Subdivision Precinct No.2

CC CONSENT

Date:	02/14/2011
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	2010 Intradept.(Line-Item) Transfers

Information

CAPTION

2010 - Pct. #2 BCAP (1312)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1312-431-00-122-900-0-XXX

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

BUDGETARY IMPACT:

available balance as of 02/10/11

Attachments

Link: transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/08/2011 04:42 PM	APRV
2	Norma Silva	Norma Silva	02/10/2011 10:54 AM	APRV
3	Auditor's Office		02/11/2011 07:41 AM	NEW

Form Started By: Marcie Jackson Started On: 02/08/2011 08:58 AM

Final Approval Date: 02/11/2011

DATE: February 7, 2011

2010
Transfer

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program for PCT. NO. 2 BCAP- (1312)

ACCOUNT NUMBER: 0-1312-431-00-122-900-0-XXX

AI-25207 02/14/11

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
733	MORNINGSIDE SUBD-DRAINAGE DITCHES	731	MORNINGSIDE SUBD-ROADS	$8,100.00
899	MORNINGSIDE SUBD-CONTINGENCE	731	MORNINGSIDE SUBD-ROADS	$5,794.77
899	MORNINGSIDE SUBD-CONTINGENCE	540	MORNINGSIDE SUBD-ADVERTISING	$704.20
			TOTAL	$14,598.97

REASON:
Transfer needed to fund completion of project.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25212 **2.B.**

INTRA - BCAP (1312) - Foster Subdivision Precinct No.4

CC CONSENT

Date:	02/14/2011
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	2010 Intradept.(Line-Item) Transfers

Information

CAPTION

2010 - Pct. #4 BCAP (1312)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 0

ACCT. #: 0-1312-431-00-124-274-0-540

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	Erika Zamora	02/08/2011 04:45 PM	APRV
2	Norma Silva	Norma Silva	02/10/2011 11:06 AM	APRV
3	Auditor's Office		02/11/2011 07:41 AM	NEW

Form Started By: Marcie Jackson

Started On: 02/08/2011 02:05 PM

Final Approval Date: 02/11/2011

DATE: 02/08/20110

2010
Transfer

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program for PCT. NO. 4 BCAP- (1312)

ACCOUNT NUMBER: 0-1312-431-00-124-274-0-899

AI-25212 02/14/11

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
899	FOSTER SUBD-CONTINGENCY	540	FOSTER SUBD-ADVERTISING	$704.20
			TOTAL	704.20

REASON:
Transfer needed to fund completion of project.

DEPARTMENT HEAD SIGNATURE

___/___/___
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25275 **2.C.**

District Attorney's Office - Line Item Transfer - 1223 - Year 2010

CC CONSENT

Date:	02/14/2011
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 (1223)

BACKGROUND

Monies need to cover negative amounts in 2010 as per letter from Auditor.

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1223-412-00-080-007-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 02-10-11

Attachments

Link: DALITINV2010-10

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/10/2011 10:00 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	02/10/2011 01:35 PM	APRV
3	Auditor's Office		02/11/2011 07:41 AM	NEW

Form Started By: Roy Cazares Started On: 02/10/2011 09:54 AM

Final Approval Date: 02/11/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: October 26, 2010
DEPARTMENT HEAD: Rene Guerra, Criminal District Attorney
DEPARTMENT NAME: District Attorney's Office
ACCOUNT NUMBER: 0-1223-412-00-080-007-0-XXX - Investigation Fund
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 Commissioners' 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	Regular Full-Time Employees	→	114	Regular Part-Time Employees	$ 332.00
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
				TOTAL	**$ 332.00**

REASON Monies will be used to cover negative amount in 2010 budget.



ROY CAZARES FOR RENE GUERRA
CRIMINAL DISTRICT ATTORNEY

APPROVED COMMISSIONERS' COURT / / DATE ATTEST COUNTY CLERK

AI-25290 **3.A.**

2011 Intradepartmental transfer for Co. Wide Adm.

CC CONSENT

Date: 02/14/2011
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/Pending MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds pending AI#25286 CC 2/14/11.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/10/2011 04:28 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	02/10/2011 04:33 PM	APRV
3	Auditor's Office		02/11/2011 07:41 AM	NEW

Form Started By: Erika Zamora Started On: 02/10/2011 04:25 PM

Final Approval Date: 02/11/2011

DATE: February 14, 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
899	CO WIDE ADM - CONTINGENCY	855	CO WIDE ADM - LATE FEES,PENALTIES &	600.00
899	CO WIDE ADM - CONTINGENCY	743	CO WIDE ADM - OFFICE FURNITURE & EQUIP	60,000.00
			TOTAL	60,600.00

REASON:
Transfer to fund late fees for equipment purchase made for Pct.#4 that do not qualify under fund 1341 CO's., and telephone system for 3rd floor of the Old Administration Bldg.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25273 **3.B.**

District Attorney's Office - Line-Item Transfer - 1100 - Year 2011

CC CONSENT

Date:	02/14/2011
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 (1100)

BACKGROUND

Need monies in object 607 to purchase shredder bags.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Available account balance as of 02-10-11

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/10/2011 09:59 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	02/10/2011 01:34 PM	APRV
3	Auditor's Office		02/11/2011 07:41 AM	NEW

Form Started By: Roy Cazares Started On: 02/10/2011 09:46 AM

Final Approval Date: 02/11/2011

DATE: **February 15, 2011**
DEPARTMENT HEAD: **Rene Guerra, Criminal District Attorney**
DEPARTMENT NAME: **District Attorney's Office**
ACCOUNT NUMBER: **1-1100-412-00-080-002-0-XXX - GENERAL FUND**
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**
601	Office Supplies	→	607	Household & Janitorial Supplies	$ 400.00
		→			$ -
				TOTAL	**$ 400.00**

REASON:
Monies will be used to shredder bags.

for RENE GUERRA
CRIMINAL DISTRICT ATTORNEY

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

AI-25244 **3.C.**

Line Item Transfer

CC CONSENT

Date:	02/14/2011
Submitted By:	Yolanda Orozco, FIRE MARSHAL'S DEPT.
Submitted For:	Juan Martinez
Department:	FIRE MARSHAL'S DEPT.
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Fire Marshall (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

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

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

available balance as of 02-10-11

Attachments

Link: LIT.21511

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		02/11/2011 07:41 AM	PEND
2	Norma Silva	Norma Silva	02/10/2011 02:14 PM	APRV
3	Auditor's Office		02/11/2011 07:41 AM	NEW

Form Started By: Yolanda Orozco

Started On: 02/09/2011 01:19 PM

Final Approval Date: 02/11/2011

DATE: February 15, 2011

DEPARTMENT HEAD: Juan Martinez

DEPARTMENT NAME: Fire Marshal's Office

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

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

Honorable Commissioner's 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
1-1100-422-10-300-001-0-640	Reference Material		1-1100-422-10-300-001-0-581	In-County Travel	$300.00
		->			
		->			
		->			
		->			
		->			
		->			
		->			
		->			
		->			
		->			
		->			
		->			
		->			
		->			
		->			
		->			
		->			
					$300.00

REASON: To pay employees in-county travel mileage fee for official business.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-25227 **3.D.**

Intradept. Transfer

CC CONSENT

Date:	02/14/2011
Submitted By:	Rosie Luna, SAFETY DIVISION
Submitted For:	Roy Quintanilha
Department:	SAFETY DIVISION
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Safety Division (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-419-50-125-003-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 02-09-11

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	02/09/2011 10:29 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	02/09/2011 03:58 PM	APRV
3	Auditor's Office		02/11/2011 07:41 AM	NEW

Form Started By: Rosie Luna Started On: 02/09/2011 09:06 AM

Final Approval Date: 02/11/2011

DATE: February 9, 2011

DEPARTMENT HEAD: Roy Quintanilha

DEPARTMENT NAME: Dept. of Budget and Management Safety Division

ACCOUNT NUMBER: 1-1100-419-50-125-003-0-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
603	Educational/Instructional Supplies	640	Reference Materials	$ 170.00
			TOTAL	**$ 170.00**

REASON: **Line Item Transfer is being requested to be able to acquire on line reference materials & updates.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-25260 **3.E.**

Budget Line Item Transfer

CC CONSENT

Date:	02/14/2011
Submitted By:	Edna Kirby, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - I.T. Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-00-200-002-0-XXX

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

BUDGETARY IMPACT:

available balance as of 02-10-11

Attachments

Link: Intra-Dept

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		02/11/2011 07:41 AM	PEND
2	Norma Silva	Norma Silva	02/10/2011 02:39 PM	APRV
3	Auditor's Office		02/11/2011 07:41 AM	NEW

Form Started By: Edna Kirby Started On: 02/09/2011 04:34 PM

Final Approval Date: 02/11/2011

DATE: February 15, 2011

DEPARTMENT HEAD: Renan Ramirez

DEPARTMENT NAME: Information Technology Dept.

ACCOUNT NUMBER: 1-1100-415-00-200-002-0

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
336	IT COUNTYWIDE - COMPUTER SERVICES	431	IT COUNTYWIDE - BLDG&OTHR STRUC R&M SRV	$4,056.50
			TOTAL	$4,056.50

REASON: **Tranfer monies to the correct object code to cover expenses**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-25249 **3.F.**

2011 - County Clerk's Office (1237)

CC CONSENT

Date:	02/14/2011
Submitted By:	Rene Perez, COUNTY CLERK
Submitted For:	Rene Perez
Department:	COUNTY CLERK
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - County Clerk's Office (1237)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1237-415-40-180-003-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 2-9-2011

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	02/09/2011 02:18 PM	APRV
2	JC Carreon	JC Carreon	02/09/2011 04:33 PM	APRV
3	Auditor's Office		02/11/2011 07:41 AM	NEW

Form Started By: Rene Perez Started On: 02/09/2011 01:50 PM

Final Approval Date: 02/11/2011

ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

DATE: 2/9/2011

DEPARTMENT HEAD: Arturo Guajardo, Jr

DEPARTMENT NAME: Hidalgo County Clerk's Office

ACCOUNT NUMBER: 1-1237-415-40-180-003-0-

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM:		TO:		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
601	CC Rec Mgmt - Office & Computer Supplies	665	CC Rec Mgmt -Minor Cpu Equip.	$1,622.88
			TOTAL	$1,622.88

REASON: To pay for upcoming expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT DATE ATTEST COUNTY CLERK

P.O. Box 58 • Edinburg, Texas 78540 • 956-318-2100 • Fax 956-318-2105
www.hidalgocountyclerk.us

AI-25250 **3.G.**

2011 - County Clerk's Office (1100)

CC CONSENT

Date:	02/14/2011
Submitted By:	Rene Perez, COUNTY CLERK
Submitted For:	Rene Perez
Department:	COUNTY CLERK
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - County Clerk's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-40-180-002-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 02-09-11

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	02/09/2011 02:18 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	02/09/2011 04:01 PM	APRV
3	Auditor's Office		02/11/2011 07:41 AM	NEW

Form Started By: Rene Perez Started On: 02/09/2011 01:54 PM

Final Approval Date: 02/11/2011

ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

DATE: 2/9/2011

DEPARTMENT HEAD: Arturo Guajardo, Jr

DEPARTMENT NAME: Hidalgo County Clerk's Office

ACCOUNT NUMBER: 1-1100-415-40-180-002-0

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
452	Co Clerk Record Archive - Bldg	665	Co Clerk Record Archive-Minor Cpu Equip	$1,622.88
			TOTAL	$1,622.88

REASON: Need funds for upcoming expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE

ATTEST COUNTY CLERK

P.O. Box 58 • Edinburg, Texas 78540 • 956-318-2100 • Fax 956-318-2105
www.hidalgocountyclerk.us

AI-25215 **3.H.**

2011 - Health & Human Services Dept. (1100)

CC CONSENT

Date: 02/14/2011
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. #: 1-1100-441-00-340-003-0-748
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
available balance as of 02-10-11

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/08/2011 04:45 PM	APRV
2	JC Carreon	Angela Garcia	02/10/2011 08:42 AM	APRV
3	Norma Silva	Norma Silva	02/10/2011 01:06 PM	APRV
4	Auditor's Office		02/11/2011 07:41 AM	NEW

Form Started By: Mike Escaname
Started On: 02/08/2011 03:50 PM

Final Approval Date: 02/11/2011

Date: February 8, 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
1-1100-441-00-340-003-0-748	OTHER EQUIPMENT	1-1100-441-00-340-003-0-780	CAPITAL LEASES	$ 38,500.00
			Amount	$ 38,500.00

Revenue Account
Amount Requested: $ 38,500.00

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

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-25228 **3.I.**

2011 - Health & Human Services Dept. PHER LIT (1293)

CC CONSENT

Date: 02/14/2011
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:

Available account balance as of 2-9-2011

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		02/11/2011 07:41 AM	PEND
2	JC Carreon	JC Carreon	02/09/2011 11:39 AM	APRV
3	Auditor's Office		02/11/2011 07:41 AM	NEW

Form Started By: Mike Escaname Started On: 02/09/2011 09:17 AM

Final Approval Date: 02/11/2011

Date: February 8, 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
1-1293-441-00-340-042-1-583	PPCPS/PHER-TRAVEL OUT O	1-1293-441-00-340-042-1-584	PPCPS/PHER-REGISTRATION	$2,000.00
			Amount	$ 2,000.00

Revenue Account
Amount Requested: $ 2,000.00

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-25217 **3.J.**

2011 - Health & Human Services Dept. (1100)

CC CONSENT

Date: 02/14/2011
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. #: 1-1100-441-00-340-001-0-535
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
availble balance as of 02-10-11

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/08/2011 04:46 PM	APRV
2	Norma Silva	Norma Silva	02/10/2011 01:38 PM	APRV
3	Auditor's Office		02/11/2011 07:41 AM	NEW

Form Started By: Mike Escaname
Started On: 02/08/2011 04:23 PM

Final Approval Date: 02/11/2011

Date: February 8, 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
1-1100-441-00-340-001-0-535	POSTAGE	1-1100-441-00-340-001-0-431	BLDG&OTHR STRU R&M SRV	$ 2,000.00
			Amount	$ 2,000.00

Revenue Account
Amount Requested: $ 2,000.00

Reason: Funds needed in proper object code.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-25209 **3.K.**

2011 - Health & Human Services Dept. Imm LIT (1293)

CC CONSENT

Date: 02/14/2011
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:

Available account balance as of 2-9-2011

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/08/2011 04:43 PM	APRV
2	JC Carreon	JC Carreon	02/09/2011 11:41 AM	APRV
3	Auditor's Office		02/11/2011 07:41 AM	NEW

Form Started By: Mike Escaname Started On: 02/08/2011 11:36 AM

Final Approval Date: 02/11/2011

Date: February 8, 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
1-1293-441-00-340-012-1-603	IMM DIV LOCAL-EDUCATION /	1-1293-441-00-340-012-1-441	IMM DIV LOCAL-RENTAL OF L	$6,000.00
1-1293-441-00-340-012-1-619	IMM DIV LOCAL-OTHER MISC	1-1293-441-00-340-012-1-584	IMM DIV LOCAL-REGISTRATIC	$7,000.00
			Amount	$ 13,000.00

Revenue Account
Amount Requested: $ 13,000.00

Reason: Line item transfer needed to fund anticipated expenditures

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-25198 **3.L.**

2011 - Health & Human Services Dept. - Bio LIT (1293)

CC CONSENT

Date: 02/14/2011
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. - Bio (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011
ACCT. #: 1-1293-441-00-340-013-0-531
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Funding available as of 02-10-11

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		02/11/2011 07:41 AM	PEND
2	Ana Galvan	Angela Garcia	02/09/2011 10:28 AM	APRV
3	Norma Silva	Norma Silva	02/10/2011 01:58 PM	APRV
4	Auditor's Office		02/11/2011 07:41 AM	NEW

Form Started By: Mike Escaname
Started On: 02/07/2011 10:11 AM

Final Approval Date: 02/11/2011

Date: February 7, 2011
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 1-1293-441-00-340-013-0-
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
1-1293-441-00-340-013-0-531	TELEPHONE	1-1293-441-00-340-013-0-601	OFFICE & COMP SUPPLIES	$2,220.00
			Amount	$ 2,220.00

Revenue Account
Amount Requested: $ 2,220.00

Reason: Line item transfer needed cover anticipated expenditure.
Grant ends on 07/31/2011

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-25208 **3.M.**

Human Services Division

CC CONSENT

Date:	02/14/2011
Submitted By:	Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Dairen Sarmiento
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Human Services Division (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-444-00-240-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 02-09-11

Attachments

Link: line item trf

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/08/2011 04:43 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	02/09/2011 03:55 PM	APRV
3	Auditor's Office		02/11/2011 07:41 AM	NEW

Form Started By: Dairen Sarmiento Started On: 02/08/2011 10:44 AM

Final Approval Date: 02/11/2011

DATE: 2-14-11
DEPARTMENT HEAD: Dairen Sarmiento
DEPARATMENT NAME: ***HUMAN SERVICES***
ACCOUNT NUMBER: 1-1100-444-00-240-001-0-

SUBJECT: BUDGET LINE-ITEM TRANSFER(S)

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER: 1-1100-444-00-240-001-0-

FROM:		**TO:**		
OBJECT CODE	**OBJECT NAME**	**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
601	office supplies	640	reference materials	$ 42.45

reason: for renewal of the texas state directory

TOTAL $ 42.45

Dairen Sarmiento 2/8/2011
Department Head Signature Date

Approved Commissioners' Court Date Attest County Clerk

County Auditor's Form: ARS-CA-017
Revised: 6/2002

AI-25213 **3.N.**

Historical marker transfer

CC CONSENT

Date: 02/14/2011
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Historical Commission (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-451-10-125-020-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 02-9-11

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/08/2011 04:45 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	02/09/2011 03:56 PM	APRV
3	Auditor's Office	Angela Garcia	02/11/2011 07:41 AM	APRV

Form Started By: Angela Garcia Started On: 02/08/2011 02:11 PM

Final Approval Date: 02/11/2011

BUDGET INTRADEPARTMENAL TRANSFER REQUEST

DATE: 02/08/11

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: HISTORICAL COMMISSION

ACCOUNT NUMBER: 1-1100-451-10-125-020-0-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**
442	EQUIP. & VEH. RENTAL	890	OTHER	300.00
521	PROPERTY INSURANCE	890	OTHER	500.00
540	ADVERTISING	890	OTHER	400.00
622	ELECTRICITY	890	OTHER	3,000.00
			TOTAL	**4,200.00**

REASON: TO PAY FOR HISTORICAL MARKER FEES.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT _____ DATE _____ ATTEST COUNTY CLERK

AI-25278 **3.O.**

transfer of funds - Co. Commissioners Acct

CC CONSENT

Date: 02/14/2011
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - County Commissioners (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-413-30-125-004-0-XXX

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

BUDGETARY IMPACT:

339-->583 - $ 2,500.00; Funding available as of 2/10/11.
339-->584 - $ 500.00; Funding available as of 2/10/11.

Attachments

Link: FORM

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/10/2011 01:14 PM	APRV
2	Norma Silva	Norma Silva	02/10/2011 03:33 PM	APRV
3	Auditor's Office		02/11/2011 07:41 AM	NEW

Form Started By: Monica Badillo Started On: 02/10/2011 11:35 AM

Final Approval Date: 02/11/2011

DATE: **February 9, 2011**

DEPARTMENT HEAD: **COMMISSIONERS' COURT**

DEPARTMENT NAME: **COUNTY COMMISSIONERS**

ACCOUNT NUMBER: **1-1100-413-30-125-004-0**

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**
339	OTHER PROF. SERVICES	**583**	OUT OF COUNTY TRAVEL	**2,500.00**
339	OTHER PROF. SERVICES	**584**	REGISTRATION FEES	**500.00**
			TOTAL	**3,000.00**

REASON: **TO PAY FOR COMMISSIONERS' TRAVEL.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-25270 **3.P.**

Breastfeeding Line Item Transfer

CC CONSENT

Date: 02/14/2011
Submitted By: Margarita Gonzalez, WIC
Department: WIC
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION
2011 - WIC BF (1292)

BACKGROUND
Line Item Transfer-BF

Fiscal Impact

FISCAL YEAR: 2011
ACCT. #: 1-1292-441-00-350-002-1-XXX
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Available account balance as of 02-10-11

Attachments

Link: LINE ITEM TRANSFER

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/10/2011 09:58 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	02/10/2011 01:50 PM	APRV
3	Auditor's Office		02/11/2011 07:41 AM	NEW

Form Started By: Margarita Gonzalez
Started On: 02/10/2011 09:27 AM
Final Approval Date: 02/11/2011

DATE: 02/10/11

WIC DIRECTOR: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM

ACCOUNT NUMBER: 1.1292.441.00.350.002.1 WIC

SUBJECT: BUDGET LINE ITEM TRANSFER

Honorable Commissioners' Court of Hidalgo County:

I submit to yo for yoru 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 NO.(S)	ACCOUNT NAME	AMOUNT
1.1292.441.00.350.002.1 583	Out of County Travel	1.1292.441.00.350.002.1	→	1.1292.441.00.350.002.1 581	In County Travel	1,000.00
1.1292.441.00.350.002.1 584	Registration	1.1292.441.00.350.002.1	→	1.1292.441.00.350.002.1 581	In County Travel	500.00
Total:						1,500.00

REASON: To encumber cost for expenditures that are needed.

Department Head Signature

APPROVED COMMISSIONERS COURT

/ /

Date

ATTEST COUNTY CLERK

AI-25287 **3.Q.**

WIC

CC CONSENT

Date:	02/14/2011
Submitted By:	Margarita Gonzalez, WIC
Submitted For:	Norma L. Longoria, WIC Director
Department:	WIC
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - WIC Admin. (1292)

BACKGROUND

Line Item Transfer

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1292-441-00-350-001-1-XXX

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

BUDGETARY IMPACT:

601-->664 - $ 2,000.00; Funding available as of 2/10/11.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/10/2011 03:46 PM	APRV
2	Norma Silva	Norma Silva	02/10/2011 04:39 PM	APRV
3	Auditor's Office		02/11/2011 07:41 AM	NEW

Form Started By: Margarita Gonzalez Started On: 02/10/2011 03:37 PM

Final Approval Date: 02/11/2011

DATE: 02/10/11

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	601	Office Supplies	→ 1.1292.441.00.350.001.1.	664	Other Minor Equipment	2,000.00
Total:						2,000.00

REASON: To cover for encumberance that is needed.

AI-25220 **3.R.**

WIC

CC CONSENT

Date: 02/14/2011
Submitted By: Margarita Gonzalez, WIC
Department: WIC
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION
2011 - WIC (1292)

BACKGROUND
Line Item Transfer

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1292-441-00-350-001-1-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Available account balance as of 02-10-11

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	02/09/2011 02:15 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	02/10/2011 01:59 PM	APRV
3	Auditor's Office	Angela Garcia	02/10/2011 02:35 PM	APRV
4	Erika Zamora	Erika Zamora	02/10/2011 03:40 PM	APRV

Form Started By: Margarita Gonzalez Started On: 02/08/2011 05:07 PM
Final Approval Date: 02/10/2011

DATE: 02/08/11

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	720	Buildings	→ 1.1292.441.00.350.001.1.	603	Education & Instru. Supplies	7,725.00
Total:						7,725.00

REASON: To cover for encumberance that is needed education & instructional supplies

AI-25261 **3.S.**

25261 lit $300.00 from 601 into 607

CC CONSENT

Date: 02/14/2011
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 02-10-11

Attachments

Link: 25261 lit 2-9-11 300.00

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/10/2011 08:16 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	02/10/2011 08:35 AM	APRV
3	Auditor's Office		02/11/2011 07:41 AM	NEW

Form Started By: Mary Garcia Started On: 02/09/2011 04:36 PM

Final Approval Date: 02/11/2011

DATE: February 9, 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
601	OFFICE & COMPUTER SUPPLIES	607	HSEHLD & JANITORIAL SUPPLIES	$300.00
			TOTAL	$300.00

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

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-25219 **3.T.**

Intradepartmental - County Court At Law #5

CC CONSENT

Date:	02/14/2011
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 02/08/11.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/08/2011 04:46 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	02/09/2011 03:55 PM	APRV
3	Auditor's Office		02/11/2011 07:41 AM	NEW

Form Started By: Sylvia Solis Started On: 02/08/2011 04:39 PM

Final Approval Date: 02/11/2011

DATE: February 8, 2011

2011
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for County Court At Law #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	780	CAPITAL LEASES	139.79
			TOTAL	139.79

REASON:
Intradepartmental Transfer to fund Xerox copier expenditures.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25256 **3.U.**

Budget Line-Item Transfer for South Tower CRC.

CC CONSENT

Date:	02/14/2011
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #2 South Tower CRC (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-466-00-122-082-0-XXX

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

BUDGETARY IMPACT:

funding available in the amount of $825.00 as of 02/09/2011

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/10/2011 08:12 AM	APRV
2	Norma Silva	Norma Silva	02/10/2011 02:23 PM	APRV
3	Auditor's Office		02/11/2011 07:41 AM	NEW

Form Started By: Yolanda Cisneros Started On: 02/09/2011 03:35 PM

Final Approval Date: 02/11/2011

DATE: February 9, 2011

2011
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2
South Tower CRC - Department

ACCOUNT NUMBER: 1-1100-466-00-122-082-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
431	BLDG & OTHER STRUCTURE R&M	619	OTHER MISCELLANEOUS SUPPLIES	$320.00
			TOTAL	$320.00

REASON:
Transfer needed for funding for a new fax machine.

DEPARTMENT HEAD SIGNATURE

2/9/2011
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25258 **3.V.**

Budget Line-Item Transfer for Road Administration supplies

CC CONSENT

Date:	02/14/2011
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #2 Administration (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-122-005-0-XXX

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

BUDGETARY IMPACT:

Funding available as of 02/09/2011
From 609 ($1,000) -----> 619 $700.00

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/10/2011 08:14 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	02/10/2011 08:33 AM	APRV
3	Auditor's Office		02/11/2011 07:41 AM	NEW

Form Started By: Yolanda Cisneros Started On: 02/09/2011 04:07 PM

Final Approval Date: 02/11/2011

DATE: February 9, 2011

2011
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2
Road Administration Department

ACCOUNT NUMBER: 1-1200-431-00-122-005-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
609	AGRI & LANDSCAPING SUPPLIES	619	OTHER MISCELLANEOUS SUPPLIES	$700.00
			TOTAL	$700.00

REASON:
Transfer needed for funding supplies.

DEPARTMENT HEAD SIGNATURE

2/9/2011
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25288 **3.W.**

2011 Intradepartmental Transfer

CC CONSENT

Date:	02/14/2011
Submitted By:	Erika Zamora, BUDGET & MANAGEMENT
Submitted For:	Norma Ceballos
Department:	BUDGET & MANAGEMENT
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #3 R&B (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 0-1200-431-00-123-005-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 2/10/11.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/10/2011 03:49 PM	APRV
2	Auditor's Office		02/11/2011 07:41 AM	NEW

Form Started By: Erika Zamora Started On: 02/10/2011 03:42 PM

Final Approval Date: 02/11/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: 02/14/11

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 1-1200-431-00-123-005-0-XXX

CONTACT PERSON: Norma Ceballos PHONE: (956)585-4509

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
626	Pct #3 P/U Rd-Gasoline/Diesel	748	Pct #3 P/U Rd-Other Equipment	$ 12,575.00
			TOTAL	**$ 12,575.00**

REASON: Purchase power steamer w/trailer for Drainage Dept.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

INTRA-DEPARTMENTAL TRANSFER

AI-25268 **3.X.**

Pct #3 Transfer

CC CONSENT

Date: 02/14/2011
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION
2011 - Pct. #3 R&B (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011
ACCT. #: 1-1200-431-00-123-005-0-XXX
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
available balance as of 02-10-11

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/10/2011 08:59 AM	APRV
2	Norma Silva	Norma Silva	02/10/2011 02:59 PM	APRV
3	Auditor's Office		02/11/2011 07:41 AM	NEW

Form Started By: Norma Ceballos
Started On: 02/10/2011 08:51 AM

Final Approval Date: 02/11/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: 02/14/11

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 1-1200-431-00-123-005-0-XXX

CONTACT PERSON: Norma Ceballos PHONE: (956)585-4509

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
343	Pct #3 P/U Rd-Laundry & Dry Cleaning	605	Pct #3 P/U Rd-Clothing & Uniforms	$ 11,091.93
			TOTAL	**$ 11,091.93**

REASON: For Expected Expenses. Purchase of uniforms for employees

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

INTRA-DEPARTMENTAL TRANSFER

AI-25267 **3.Y.**

Pct3 #3 Transfer

CC CONSENT

Date: 02/14/2011
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #3 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-432-00-123-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 02-10-11

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/10/2011 08:59 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	02/10/2011 01:31 PM	APRV
3	Auditor's Office		02/11/2011 07:41 AM	NEW

Form Started By: Norma Ceballos Started On: 02/10/2011 08:48 AM

Final Approval Date: 02/11/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: February 15, 2011

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3

DEPARTMENT NAME: Hidalgo County Precinct #3 Sanitation

ACCOUNT NUMBER: 1-1100-432-00-123-001-0

CONTACT PERSON: Norma Ceballos PHONE: (956)585-4509

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
343	**Pct #3 Sanitation - Landry & Dry Cleaning**	**605**	**Pct #3 Sanitation- Clothing Uniforms.**	**$ 5,200.00**
			TOTAL	**$ 5,200.00**

REASON: To cover expected expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25266 **3.Z.**

Pct #3 Transfer

CC CONSENT

Date: 02/14/2011
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #3 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011
ACCT. #: 1-1100-452-00-123-008-0-XXX
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
available balance as of 02-10-11

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/10/2011 08:59 AM	APRV
2	Norma Silva	Norma Silva	02/10/2011 02:54 PM	APRV
3	Auditor's Office		02/11/2011 07:41 AM	NEW

Form Started By: Norma Ceballos
Started On: 02/10/2011 08:40 AM

Final Approval Date: 02/11/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: February 14, 2011

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3

DEPARTMENT NAME: Hidalgo County Precinct #3 Parks

ACCOUNT NUMBER: 1-1100-452-00-123-008-0-XXX

CONTACT PERSON: Norma Ceballos PHONE: (956)585-4509

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
343	Pct #3 Parks- Laundry & Dry Cleaning	605	Pct #3 Parks - Clothing & Uniforms	$ 2,000.00
			TOTAL	$ 2,000.00

REASON: Expected Expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25252 **3.AA.**

Pct #3 Transfer

CC CONSENT

Date: 02/14/2011
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #3 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-432-00-123-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 02-09-11

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	02/09/2011 02:37 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	02/09/2011 04:02 PM	APRV
3	Auditor's Office		02/11/2011 07:41 AM	NEW

Form Started By: Norma Ceballos Started On: 02/09/2011 02:34 PM

Final Approval Date: 02/11/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: February 15, 2011

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3

DEPARTMENT NAME: Hidalgo County Precinct #3 Sanitation

ACCOUNT NUMBER: 1-1100-432-00-123-001-0

CONTACT PERSON: Norma Ceballos PHONE: (956)585-4509

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
890	Pct #3 Sanitation - Other	673	Pct #3 Sanitation- R&M Supplies	$ 23,370.25
			TOTAL	$ 23,370.25

REASON: To cover expected expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25240 **3.BB.**

Pct. #4 Administration (1200)

CC CONSENT

Date: 02/14/2011
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 02-09-11

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	02/09/2011 02:19 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	02/09/2011 03:59 PM	APRV
3	Auditor's Office		02/11/2011 07:41 AM	NEW

Form Started By: Jr. Munoz Started On: 02/09/2011 12:37 PM

Final Approval Date: 02/11/2011

DATE: 02/11/11 **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
343	Laundry & Dry Cleaning	431	Bldg & Other Struc R&M Srv	698.00
343	Laundry & Dry Cleaning	529	Notary Bonds	88.50
343	Laundry & Dry Cleaning	550	Printing & Binding	213.50
540	Advertising	550	Printing & Binding	300.00
540	Advertising	583	Travel Out of County	350.00
540	Advertising	584	Registration Fees	350.00
630	Food	601	Office & Computer Suppl	300.00
664	Other Minor Equipment	665	Minor Computer Equipment	637.36
664	Other Minor Equipment	743	Office Furniture & Equipment	162.64
745	Computer Equipment	743	Office Furniture & Equipment	921.64
				-
				-
				-
				-
				-
				-
			TOTAL	4,021.64

REASON: To cover expected expenses.

DEPARTMENT HEAD SIGNATURE

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

AI-25239 **3.CC.**

Pct. #4 R&B (1200)

CC CONSENT

Date: 02/14/2011
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION
2011 - Pct. #4 R&B (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011
ACCT. #: 1-1200-431-00-124-007-0-XXX
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
available balance as of 02-10-11

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	02/09/2011 02:15 PM	APRV
2	Norma Silva	Norma Silva	02/10/2011 02:06 PM	APRV
3	Auditor's Office		02/11/2011 07:41 AM	NEW

Form Started By: Jr. Munoz
Started On: 02/09/2011 12:18 PM

Final Approval Date: 02/11/2011

DATE: 02/11/11 **AI#**

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Hidalgo County Pct. #4 - R&B

ACCOUNT NUMBER: 1-1200-431-00-124-007-0-XXX

SUBJECT: Intra-departmental Transfer/s

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
731	Roads	741	Vehicles	37,195.00
731	Roads	607	Hsehld & Janitorial Suppl	500.00
				-
				-
				-
				-
				-
				-
			TOTAL	37,695.00

REASON: To cover rollover of 2010 P.O.s.

DEPARTMENT HEAD SIGNATURE

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

AI-25211 **4.A.**

Interdepartmental transfer- Longevity pay & related fringe benefits

CC CONSENT

Date:	02/14/2011
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	EXECUTIVE OFFICE
Department:	BUDGET & MANAGEMENT
Agenda Category:	2011 Interdepartmental Transfers

Information

CAPTION

Executive Office:
Approval of 2011 interdepartmental transfer from Co. Wide Admin- Contingency to Executive Office in the amount of $333.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Available balance in acct as of 02/08/11. rc

Attachments

Link: interdept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/08/2011 04:44 PM	APRV
2	Erika Zamora	Erika Zamora	02/10/2011 10:38 AM	APRV
3	Auditor's Office		02/11/2011 07:41 AM	NEW

Form Started By: Rosie Cantu Started On: 02/08/2011 01:50 PM

Final Approval Date: 02/11/2011

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: February 8, 2011

2011
Transfer

DEPARTMENT HEAD: RAUL SILGUERO, Jr., BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR EXECUTIVE OFFICE

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

Contact: ROSIE CANTU
Ph#: (956) 292-7025 EXT. 5408

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Interdepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	Amount
FROM:		
1-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(333.00)
TO:		
1-1100-413-00-125-001-0-115	EXECUTIVE OFFICE-LONGEVITY PAY	282.00
1-1100-413-00-125-001-0-220	EXECUTIVE OFFICE-FICA	22.00
1-1100-413-00-125-001-0-230	EXECUTIVE OFFICE-RETIREMENT	27.00
1-1100-413-00-125-001-0-250	EXECUTIVE OFFICE-UNEMPLOYMENT	2.00
	TOTAL BUDGET INCREASE/DECREASE	**0.00**

REASON: Transfer of funds to cover for longevity pay and related fringe benefit expenditures for employee (No. 009377) transferring to Executive Office.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

Form DBM-202

AI-25286 **4.B.**

2011 Interdepartmental transfer for Co. Wide Adm-Contingency

CC CONSENT

Date:	02/14/2011
Submitted By:	Erika Zamora, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	2011 Interdepartmental Transfers

Information

CAPTION

Co. Wide Adm. (1100):
Approval of 2011 interdepartmental transfer from General Litigation to Co. Wide Adm.-Contingency in the amount of $102,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-X0-1X5-00X-0-XXX

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

BUDGETARY IMPACT:

1-1100-415-30-125-006-0-333 --> 1-1100-415-00-115-002-0-899 $102,000.00.

Funds available as of 2-10-11.

Attachments

Link: Interdept Trsf

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/10/2011 03:35 PM	APRV
2	Ivan Cantu	Ivan Cantu	02/10/2011 04:29 PM	APRV
3	Auditor's Office		02/11/2011 07:41 AM	NEW

Form Started By: Erika Zamora Started On: 02/10/2011 03:32 PM

Final Approval Date: 02/11/2011

DATE: February 10, 2011

DEPARTMENT HEAD: Raul Silguero, Jr.

2011
Transfer

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

ACCOUNT NUMBER: 1-1100-415-X0-1X5-00X-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			
1-1100-415-30-125-006-0- 333	GENERAL LITIGATION	LEGAL SERVICES	(102,000.00)
TO			
1-1100-415-00-115-002-0- 899	CO WIDE ADM	CONTINGENCY	102,000.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: **Transfer to fund Creation of Executive Assistant IV position AI#25277, and Telephone System expenditures for 3rd floor of old admn bldg.**

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-25185 **6.A.**

January 2011 Fee Report

CC CONSENT

Date:	02/14/2011
Submitted By:	Norma Martinez, DISTRICT CLERK
Submitted For:	Norma Martinez
Department:	DISTRICT CLERK
Agenda Category:	Monthly Fee Reports

Information

CAPTION

District Clerk:
Approval of January 2011 Monthly Fee Report

BACKGROUND

Fee Report for the Month of January 2011 = $338,221.00

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

Link: Jan 2011 Fee Report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/03/2011 04:33 PM	APRV
2	Sylvia Solis	Sylvia Solis	02/04/2011 01:17 PM	APRV
3	Auditor's Office		02/11/2011 07:41 AM	NEW

Form Started By: Norma Martinez — Started On: 02/03/2011 04:21 PM

Final Approval Date: 02/11/2011

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT

PAGE 1 OF 3

FOR THE MONTH OF JANUARY 2011

			# OF CASES				
DISTRICT COURT FEES (LGC 133.151(a)(1)&(a)(2))							
DIVORCE & FAMILY LAW CASES	$ 11,690.00						
LESS: PARTIAL PAYMENT	$ 125.00	$ 11,565.00	# 257	X $45.00	= $ 11,565.00	1100-207-20-000-051-0-000	$ 11,565.00
OTHER THAN DIVORCE/FAMILY	$ 13,958.09						
LESS: PARTIAL PAYMENT	$ 108.09	$ 13,850.00	# 277	X $50.00	= $ 13,850.00	1100-207-20-000-052-0-000	$ 13,850.00
INDIGENT LEGAL SERVICES (LGC 133.152 (a)(1)-(2))							
DIVORCE & FAMILY LAW CASES	$ 270.00						
LESS: PARTIAL PAYMENT	$ -	$ 270.00	# 54	FAMILY X $5.00	= $ 270.00		
OTHER THAN DIVORCE/FAMILY	$ 950.00						
LESS: PARTIAL PAYMENT	$ -	$ 950.00	# 95	CIVIL X $10.00	= $ 950.00	1100-207-20-000-050-0-000	$ 1,220.00
JUDICIAL SUPPORT FEE (LGC 133.154) @37.00AFTER 12/1/05			# 8	CASES	= $ 296.00		
JUDICIAL SUPPORT FEE (LGC 133.154) @$42.00AFTER 1/1/08			# 518	CASES	= $ 21,756.00	1100-207-20-000-055-0-000	$ 22,052.00
FAMILY PROTECTION FEE (GC 51.961) AFTER 6/15/07@$15.00						1100-341-10-090-011-0-000	$ 3,120.00
CLERK COST (GC 51.317(b)(1)&(b-1))	$ 26,742.79		$50<=10, $75(11-25), $100(26-100), $125(101-500), $150(501-1000) $200>1000				
OTHER CLERK COST (GC51.317-319)	$ 19,697.46				$ 46,440.25		
TIME PAYMENT (LGC 133.103) @$10.00					$ 1,594.98		
PHOTO & CERTIFIED COPIES (GC 51.318(b)(7)-(8))					$ 8,450.00		
OTHER FEES: REGISTRY ADMINISTRATION FEE (LGC 117.055)					$ 706.13		
REGISTRY ADMINISTRATION INTEREST (LGC 117.054)					$ 3,248.32		
NSF CHECK FEE (LGC 118.141)					$ -		
					TOTAL CLERK'S FEES	1100-341-10-090-001-0-000	$ 60,439.68
INTEREST EARNED FOR THE MONTH OF JANUARY 2011						1100-361-11-000-005-0-000	$ -
COURT FEES: DISTRICT ATTORNEY (CCP 102.008)						1100-341-10-090-007-0-000	$ 392.59
DISTRICT ATTORNEY BOND FORFEITURES COMMISSIONS (GC 41.005)						1100-341-10-090-008-0-000	$ -
PROTECTIVE ORDER (D.A. FEES, FC 71.04) @$150.00						1100-341-10-000-003-0-000	$ -
TIME PAYMENT ADMINISTRATION OF JUSTICE (LGC 133.103) @$ 2.50						1100-341-10-090-002-0-000	$ 398.74
TIME PAYMENT (LGC 133.103) @ $12.50						1100-207-20-000-005-0-000	$ 1,993.73
LOCAL (CRIMINAL) TRANSACTION FEE (CCP 102.072)@$2.00						1100-341-10-090-003-0-000	$ 2,816.00
APPELLATE JUD. SYS. FUND (GC 22.2141) @$5.00						1100-207-20-000-001-0-000	$ 2,214.74
MASTER COURT FEES (14.82gFC) @$7.00						1100-341-10-090-004-0-000	$ -
JURY FEES (CCP 102.004) @$30.00						1100-341-10-090-006-0-000	$ 5,240.86
PASSPORT EXECUTION FEE @$25.00						1100-341-10-090-013-0-000	$ 775.00
PASSPORT PHOTO FEE @$15.00						1100-341-10-090-014-0-000	$ 165.00
RECORDS ARCHIVE AND PRESERVATION FEE (GC 51.305) 8/01/09 @ $5.00						1100-341-10-090-015-0-000	$ 2,943.00
DOMESTIC RELATIONS OFFICE FEE (FC 203.005)						1100-341-10-090-016-0-000	$ 3,757.23
SHERIFF FEES (CCP 102.011)	$ 15,185.08						
SHERIFF FEES (HCSO)	$ 4,664.09					1100-342-10-090-001-0-000	$ 19,849.17
CONSTABLE FEES(CCP 102.011) PCT. 1						1100-342-10-291-000-0-000	$ -
PCT. 2						1100-342-10-292-000-0-000	$ -
PCT. 3						1100-342-10-293-000-0-000	$ -
PCT. 4						1100-342-10-294-000-0-000	$ -
PCT. 5						1100-342-10-295-000-0-000	$ -
PUBLIC DEFENSE ATTY'S FEES (CCP 26.05)						1100-351-20-090-001-0-000	$ 18,878.58
FINES (LGC 113.004)						1200-351-10-090-000-0-000	$ 88,712.70
BOND FORFEITURES (CCP 22.16)						1200-352-10-090-001-0-000	$ -
COURTHOUSE SECURITY FUND (291.008 LGC/102.017 CCP)						1241-341-10-090-001-0-000	$ 3,038.17
# _____ CIVIL FILINGS X $5.00 =	$ 2,269.74						
# _____ FELON. CONV.X $5.00 =	$ 768.43						
# _____ MISD.CONV. X $3.00 =	$ -						
COUNTY RECORDS PRESERVATION (GC 51.708)						1238-341-10-090-001-0-000	$ 4,837.86
COUNTY RECORDS MANAGEMENT & PRESERVATION (GC 51.317/ CCP 102.005)						1238-341-20-090-001-0-000	$ 6,167.60
# _____ CIVIL FILINGS X $5.00 =	$ 2,669.74						
# _____ CRIM CONV. X $22.50 =	$ 3,497.86						
DISTRICT CLERK RECORDS MANAGEMENT & PRESERVATION (GC 51.317 (b)(4))						1235-341-10-090-000-0-000	$ 3,032.04
# _____ CIVIL FILINGS X $5.00 =	$ 2,654.74						
# - CRIM FILINGS X $2.50 =	$ 377.30						
COURT REPORTER SERVICE FEE (GC 51.601) @$15.00						1239-341-10-090-001-0-000	$ 7,096.05
JUVENILE DELINQUENCY PREVENTION FUND (CCP 102.0171) @$5.00						1240-341-10-090-001-0-000	$ -
LAW LIBRARY FEES (LGC 323.023) @$30.00						1247-341-10-090-001-0-000	$ 13,558.44
OTHER COURT FEES: CRIMINAL CLERK FEE (CCP ART. 102.005)					$ 6,255.26		
LAW ENFORCEMENT LAB COSTS(CCP ART 42.12 SEC 11)					$ 323.00		
CRIME STOPPERS - ADULT PROBATION DEPT.					$ 50.00		
MOTHERS AGAINST DRUNK DRIVING					$ 50.00		
WOMEN TOGETHER EMERGENCY SHELTER					$ -		
ESTRELLA'S HOUSE					$ -		
ATTORNEY AD-LITEM					$ -		
SUBTOTAL						$ 6,678.26	
LESS: LAW ENFORCEMENT LAB COSTS						$ (323.00)	
LESS: CRIME STOPPERS						$ (50.00)	
LESS: MOTHERS AGAINST DRUNK DRIVING						$ (50.00)	
LESS: WOMEN TOGETHER EMERGENCY SHELTER						$ -	
LESS: ESTRELLA'S HOUSE						$ -	
LESS: ATTORNEY AD-LITEM						$ -	
TOTAL OTHER COURT FEES						1100-341-10-090-005-0-000	$ 6,255.26

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT

FOR THE MONTH OF JANUARY 2011

CONSOLIDATED COURT COST(LGC133.102)	1/1/04 FEL@$133.00 A&B MISD@$83.00 MISD@$40.00 9/1/97-12/31/03 (CCP102.075(a)) FEL@$80.00 A&B MISD@40.00 MISD@$17.00	1100-207-20-000-015-0-000	$ 20,324.72
CRIMINAL JUSTICE FEES (CCP 102.51)	PRIOR 8/31/97 FEL @ $20.00 MISD @ $10.00	1100-207-20-000-003-0-000	$ 20.00
BREATH ALCOHOL TESTING (CCP 102.016)	9/1/91-8/31/97 @$30.00	1100-207-20-000-006-0-000	$ -
COMPREHENSIVE REHABILITATION (CCP 102.81)	9/1/91-8/31/97 @$25.00	1100-207-20-000-008-0-000	$ -
LAW ENFORCE EDUC. FUND(GC 415.082)	PRIOR 8/29/93@ $1.00, 8/30/93-8/31/95 @$1.50 9/1/95-8/31/97@ $3.50	1100-207-20-000-011-0-000	$ -
CRIME STOPPERS (CCP 102.013) @ $2.00	9/1/89-8/31/97 @$2.00	1100-207-20-000-014-0-000	$ -
ABUSED CHILDREN'S COUNSELING (CCP 37.072)		1100-207-20-000-016-0-000	$ -
JUVENILE CRIME & DELINQUENCY(CCP 102.075 (m))	9/1/97-8/31/01 @$0.25, 9/1/01-12/31/03 @$0.50	1100-207-20-000-007-0-000	$ 1.46
FUGITIVE APPREHENSION FUND (CCP 102.19)	9/1/97-12/31/03 @$5.00	1100-207-20-000-009-0-000	$ 18.62
CRIME VIC. COMP. FUND (CCP 56.55)	9/1/85-8/31/93 FEL @$20.00 MISD @$15.00 9/1/93-12/31/03 FEL @$45.00 MISD @$35.00	1100-207-20-000-017-0-000	$ 204.02
JUDICIAL&COURT PERSON. TRAINING (GC 56.001)	9/1/85-8/30/99 @$1.00, 8/31/99-12/31/03 @$2.00	1100-207-20-000-027-0-000	$ 7.48
CORRECTIONAL MGMT INST OF TX (CCP 102.075(n))	9/1/01-12/31/03 @ $0.50	1100-207-20-000-029-0-000	$ 1.07
STATE AGENCY ARREST FEES (CCP 102.011, LGC 133.104)			
DPS: @ $35.00		1100-207-20-000-019-0-000	$ 686.42
TABC: @ $35.00		1100-207-20-000-020-0-000	$ -
P& W: @ $35.00		1100-207-20-000-021-0-000	$ -
DNA TESTING FEE (CCD 102.020,GC 411.1471(a)(1) or (a)(2) $250.00, GC 411.1471(a)(3) $50.00)		1100-207-20-000-030-0-000	$ 1,143.35
JUVENILE PROBATION DIVERSION FUND (FC ART 54.0411) @ $20.00		1100-207-20-000-033-0-000	$ -
JURY SERVICE FUND (SB 1704) @$4.00		1100-207-20-000-053-0-000	$ 598.46
JUDICIAL SUPPORT FEE - **STATE** -(LGC 133.105) @$3.40		1100-207-20-000-054-0-000	$ 789.42
JUDICIAL SUPPORT FEE - **COUNTY** -(LGC 133.105) @$0.60		1100-341-10-090-009-0-000	$ 89.32
STATE TRAFFIC FEE (TRC 542.4031)	AFTER 9/1/03 @$30.00	1100-207-20-000-035-0-000	$ -
NONDISCLOSURE FEE (GC 411.081(d)-(h)) # 18 cases	AFTER 9/1/03 @$28.00	1100-207-20-000-037-0-000	$ 504.00
EXPUNGEMENT OF OFFENSES FOR MINORS (CCP 102.006 AND GC103.021)	AFTER 1/1/06@$30.00	1100-341-10-090-010-0-000	$ -
DRUG COURT FEE-COUNTY (CCP 102.0178)	AFTER 6/15/07	1100-341-10-090-012-0-000	$ 1,957.14
DRUG COURT FEE-STATE (CCP 102.0178)	AFTER 6/15/07	1100-207-20-000-058-0-000	$ 1,957.15
EMS TRAUMA FUND (CCP 102.0185 PC CHAP.49)	AFTER 1/1/04 @$100.00	1100-207-20-000-038-0-000	$ 2,763.87
INDIGENT DEFENSE REPRESENTATION FUND (LGC 133.107)	AFTER 1/1/08 @$ 2.00	1100-207-20-000-059-0-000	$ 276.57
DNA COMMUNITY SUPERVISION - DNA TESTING (CCP102.020)	AFTER 1/1/10 @ $34.00	1100-207-20-000-063-0-000	$ 1,816.17
DNA COMMUNITY SUPERVISION - JUVENILE - DNA TESTING (CCP 102.020)	AFTER 1/1/10 @$50.00	1100-207-20-000-064-0-000	$ -
COUNTY & DISTRICT COURT TECHNOLOGY FUND (CCP 102.0169)	AFTER 1/1/10@ $4.00	1255-341-10-090-000-0-000	$ 366.65
COUNTY CHILD ABUSE PREVENTION FUND (CCP 102.0186)	AFTER 1/1/06@$100.00	1234-341-10-090-000-0-000	$ 325.67
MENTAL HEALTH EXPERTS COMPENSATION		1100-360-00-000-000-0-000	$ -
RESTITUTION FEE / **STATE** (CCP 42.037)	AFTER 1/1/06 @$6.00		$ -
RESTITUTION FEE / **COUNTY** (CCP 42.037)	AFTER 1/1/06 @$6.00		$ -
DUE TO GENERAL (95' COMPTROLLER AUDIT)		1100-360-00-000-000-0-000	$ -
TOTAL FEES COLLECTED FOR PAYMENT TO COUNTY TREASURER		1100-227-30-000-019-0-000	$ 338,221.00

TOTAL CASH RECEIVED			$ 345,846.59
LESS:	AMOUNT PAID TO COUNTY TREASURER	$ 338,221.00	
	AMOUNT DUE TO COUNTY TREASURER	$ -	
	AMOUNT OVERPAID TO COUNTY TREASURER	$ -	
	OTHER DISBURSEMENTS	$ 1,901.00	
	TOTAL DISBURSEMENTS		$ 340,122.00
	NET AMOUNT AVILABLE FOR DEPOSIT TO CLERK'S FEE ACCOUNT		$ 5,724.59

PROOF:

AMOUNT RECEIVED:		$ 6,095.50
AMOUNT LIQ.:		$ (1,027.00)
PARTIAL PAYMENT:	DISTRICT & FAMILY LAW CASES	$ 125.00
PARTIAL PAYMENT:	OTHER THAN DIVORCE/FAMILY LAW CASES	$ 108.09
PARTIAL PAYMENT:	INDIGENT LEGAL SERVICE FEE	$ -
CRIME STOPPERS (ADULT PROBATION):		$ 50.00
LAW ENFORCEMENT LAB COSTS (DPS):		$ 323.00
MOTHERS AGAINST DRUNK DRIVING		$ 50.00
WOMEN TOGETHER EMERGENCY SHELTER		$ -
ESTRELLA'S HOUSE		$ -
ATTORNEY AD-LITEM		$ -
ADULT PROBATION:		$ -
SHORTAGE/OVERAGE		$ -
NET AMOUNT		$ 5,724.59

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT
PAGE 3 OF 3
FOR THE MONTH OF JANUARY 2011

REMITTANCES TO COUNTY TREASURER:

	DATE	CHECK NUMBER	AMOUNT	TREASURER REC #
CIVIL1)	01/21/11	38450	$ 33,593.33	143723
CIVIL2)	01/21/11	38449	$ 46,139.82	143721
CIVIL3)	01/31/11	38475	$ 34,025.64	143985
CIVIL4)		0	$ 52,170.62	0
CIVIL5)		0	$ 10,315.81	0
CIVIL6)		0	$ -	0
CIVIL7)		0	$ -	0
CIVIL8)		0	$ -	0
CIVIL9)		0	$ -	0
CRM1)	01/11/11	38414	$ 21,927.00	143536
CRM2)	01/20/11	38427	$ 18,944.28	143677
CRM3)	01/21/11	38447	$ 23,222.50	143725
CRM4)	01/21/11	38448	$ 16,669.50	143724
CRM5)	01/21/11	38451	$ 16,584.00	143722
CRM6)	01/31/11	38476	$ 11,451.00	143988
CRM7)	01/31/11	38477	$ 16,584.00	143990
CRM8)	02/01/11	38478	$ 25,377.50	143992
CRM9)	02/02/11	38480	$ 11,216.00	0
CRM10)			$ -	
TOTAL AMOUNT OF REMITTANCES			**$ 338,221.00**	

PREPARED BY: U. Ornelas 2/2/11
BOOKKEEPER DATE

REVIEWED BY: Norma D. Martz 2/3/11
ACCOUNTANT DATE

THIS REPORT HAS BEEN PERSONALLY REVIEWED BY ME AND I CERTIFY IT TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

2/3/11
INTERNAL AUDIT

Arturo Guajardo 02/03/2011
DISTRICT CLERK SIGNATURE DATE

THIS REPORT IS DUE IN THE COUNTY AUDITOR BEFORE THE FIFTH (5) WORKING DAY OF THE FOLLOWING MONTH.

COUNTY AUDITOR'S FORM ARS-DC-002, 01/2006

AI-25202 **7.A.**

Pipeline Permit

CC CONSENT

Date:	02/14/2011
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

1. Sanco Development:
a. 12 inch Sewer line will be approximately 1/4 mile north of 3 Mile Line on Moorefield Rd.

2. Magic Valley Electric Cooperative:
a. MVEC will be trenching across Goolie Rd. approx. 400' north of Sioux Rd. from the western right of way line to the eastern right of way line. The trench will contain (2) 6" schedule 40 pvc pipes which will be used to run 6 power line cables. The trench will be approx. 16" wide by 48" deep.

3. North Alamo Water Supply Corporation:
a. Approximately 1300' south of mile 19N on the west side of Kenyon Rd- Bore- Julita Garcia- 3/4"
b. Approximately 500' west of FM 88 on the south side of mile 19N - Bore- Hugo Gonzalez;3/4" serv conn

BACKGROUND

Fiscal Impact

Attachments

Link: Sanco/MVEC/NAWSC

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/08/2011 04:42 PM	APRV
2	Olga Garza	Olga Garza	02/10/2011 10:07 AM	APRV
3	Auditor's Office		02/11/2011 07:41 AM	NEW

Form Started By: Sandra Garcia — Started On: 02/07/2011 02:41 PM

Final Approval Date: 02/11/2011

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 14th day of February, 2011 does by these presents GRANT, GIVE AND RELINQUISH TO:

Sanco Development hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 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:

- 1. 12 inch sewer line will be approximately ¼ mile north of 3 Mile Line on Moorefield Rd.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 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.

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 14th day of February , 2011 does by these presents GRANT, GIVE AND RELINQUISH TO:

Magic Valley Electric Cooperative

hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 6 inch electric /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:

- MVEC will be trenching across Goolie Rd approx. 400' north of Sioux Rd from the western right of way line to the eastern right of way line. The trench will contain (2) 6" schedule 40 pvc pipes which will be used to run 6 power line cables. The trench will be approx. 16" wide by 48" deep.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 6" 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.

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 14th 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 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 1300' south of mile 19N on the west side of Kenyon Rd- Bore- Julita Garcia- 3/4"
- 2. Approximately 500' west of FM 88 on the south side of mile 19N- Bore – Hugo Gonzalez; ¾"serv conn

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-25264 **8.A.**

457 plan hardship wd

CC CONSENT

Date:	02/14/2011
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 #108868

BACKGROUND

Fiscal Impact

Attachments

Link: form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/10/2011 08:17 AM	APRV
2	Auditor's Office		02/11/2011 07:41 AM	NEW

Form Started By: Monica Badillo

Started On: 02/09/2011 05:13 PM

Final Approval Date: 02/11/2011

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name Hidalgo County 457 Plan Employee #108868

Participant N

Address

Social Securi

SECTION I –

I understand th
the withdrawal
distributions, ot
me under the P
taxable as ordi
unless I am
expenses as pr

IRS

The IRS only
applies to you.

(X) Medical exp
medical care
( ) Purchase (e
( ) 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 $ 700.00 (Seven hundred) Year-to-date deferrals _____

Total amount deferred since you initially joined the plan $ _____

Have you ever taken a hardship before? NO If so what was the amount taken $ N/a

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 _____ Date 1-31-2011

SECTION II – Authorized Plan Representative

As the Authorized Plan Representative, I author
hardship distribution. This request is in compliance

AUTHORIZED PLAN REPRESENTATIVE X _____

SECTION III – Distribution Procedure

- Determine if distribution request complies with
- *S&A* will help facilitate the check as requested

Fax r
Simpkins
(972)

AI-25279 **9.A.**

TAX OFFICE REFUNDS

CC CONSENT

Date: 02/14/2011
Submitted By: Hilda Fuentes, TAX OFFICE
Submitted For: Hilda Fuentes
Department: TAX OFFICE
Agenda Category: Tax Refunds

Information

CAPTION

ACCT#	PAYER	AMT
D6500.00.000.0074.00	Wells Fargo	$2514.94
E4826.02.000.0039.00	Wells Fargo	$5320.66
E4826.01.000.0105.00	Wells Fargo	$4676.17
F7850.00.004.0006.00	Wells Fargo	$2763.94
H5252.00.000.0054.00	Wells Fargo	$2932.74
J4220.01.000.0025.00	Wells Fargo	$4047.25
L6223.00.000.0046.00	Wells Fargo	$8271.12
Q3070.00.000.0004.00	Wells Fargo	$3957.31
R1420.03.000.0014.00	Fidelity National Title Insurance Co.	$2734.63
T5443.00.000.0085.00	Wells Fargo	$3047.78

BACKGROUND

Fiscal Impact

Attachments

Link: frnt pg
Link: accts
Link: wells fargo
Link: wells fargo e4826
Link: wells fargo 673740
Link: wells fargo 176616
Link: wells fargo 689739
Link: wells fargo672011
Link: wells fargo 689384
Link: wells fargo668248
Link: fidelity
Link: wells fargo 708844

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	02/10/2011 01:59 PM	APRV
2	Dale Kennan	Dale Kennan	02/10/2011 03:15 PM	APRV
3	Auditor's Office		02/11/2011 07:41 AM	NEW

Form Started By: Hilda Fuentes Started On: 02/10/2011 01:46 PM

Final Approval Date: 02/11/2011

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

February 10, 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.D6500.00.000.0074.00	WELLS FARGO	$ 2,514.94
2.E4826.02.000.0039.00	WELLS FARGO	$ 5,320.66
3.E4826.01.000.0105.00	WELLS FARGO	$ 4,676.17
4.F7850.00.004.0006.00	WELLS FARGO	$ 2,763.94
5.H5252.00.000.0054.00	WELLS FARGO	$ 2,932.74
6.J4220.01.000.0025.00	WELLS FARGO	$ 4,047.25
7.L6223.00.000.0046.00	WELLS FARGO	$ 8,271.12
8.Q3070.00.000.0004.00	WELLS FARGO	$ 3,957.31
9.R1420.03.000.0014.00	FIDELITY NATIONAL TITLE	$ 2,734.63
10.T5443.00.000.0085.00	WELLS FARGO	$ 3,047.78

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: 12/21/2010

7/0373950812

WELLS FARGO
MAC X2502-011
1 HOME CAMPUS
DES MOINES , IA 50328--000

Account Number
D6500-00-000-0074-00
HCAD No. 566459

Legal Description of the Property
DOMINIQUE ESTATES LOT 74

1804 W TEXAS AVE

OWNER: BURTON PROPERTIES TXI LLC

2010 OVERAGE AMOUNT $2,514.94

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 37: CITY OF SAN JUAN, 43: PHARR,SAN JUAN,ALAMO ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

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

Step 1: Identify the Payer requesting the refund if different than shown above	Name	to Property Owner
	Mailing Address	phone Number
	City, State, Zip Code	

Wells Fargo Home Mortgage
MAC X2302-04D
1 Home Campus
Des Moines, IA 50328

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	
	Paid in error (explain)	
Step 4: Provide payment information **Attach copies of cancelled checks or tax office receipts**	Total amount paid by this taxpayer	2518.89
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed	2514.94
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 Karen Formaro	Date of application 1-10-2011
	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: 2/8/11

TAX OFFICE USE ONLY: ✓ Approved ☐ Denied By: _____ Date: _____

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

AUDITED BY: ~~THE HIDALGO~~
COUNTY AUDITOR'S OFFICE
DATE: (PD) 2/2/11 2/8/11

1/25

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: 12/21/2010

7/0142260934

WELLS FARGO
MAC X2502-011
1 HOME CAMPUS
DES MOINES , IA 50328--000

Account Number
E4826-02-000-0039-00
HCAD No. 673959

Legal Description of the Property
EL SENDERO PH 2, SHARYLAND PLANTATION VILLAGE LOT 39

4202 SANTA MARINA

OWNER: AGARWALA SANJAY

2010 OVERAGE AMOUNT $5,320.66

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 32: CITY OF MISSION, 51: SHARYLAND ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

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

Step 1: Identify the Payer requesting the refund if different than shown above	Name	**Wells Fargo Home Mortgage** **MAC X2302-04D** **1 Home Campus** **Des Moines, IA 50328**
	Mailing Address	to Property Owner
	City, State, Zip Cod	ephone Number
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2016 and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation		Overpaid the account
	X	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	5320.66
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed	5320.66
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 Karen Formaro	Date of application 1-10-2011
	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: 2/9/11
TAX OFFICE USE ONLY:	☑ Approved ☐ Denied By:	Date: 1-24-11

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

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 2/1/11 2/8/11

1/25

1/25

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: 12/21/2010

7/037408820 1

WELLS FARGO
MAC X2502-011
1 HOME CAMPUS
DES MOINES , IA 50328--000

Account Number
E4826-01-000-0105-00
HCAD No. 673740

Legal Description of the Property
EL SENDERO PH 1,SHARYLAND PLANTATION VILLAGE LOT 105

3906 EL SENDERO CT

OWNER: LOBATO CHRISTOPHER W & ROBIN R

2010 OVERAGE AMOUNT $4,676.17

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 32: CITY OF MISSION, 51: SHARYLAND ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

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

Wells Fargo Home Mortgage
MAC X2302-04D
1 Home Campus
Des Moines, IA 50328

Step 1: Identify the Payer requesting the refund if different than shown above	Name	ip to Property Owner
	Mailing Address	elephone Number
	City, State, Zip Code	
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		Overpaid the account
	X	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	4676.17
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed	4676.17
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 Karen Formaro	Date of application 1-10-2011
	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: 2/8/11
TAX OFFICE USE ONLY:	☑ Approved ☐ Denied By:	Date: 1-26-11

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

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: PD 2/2/11 RC 2/8/11

1/25

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: 12/21/2010

9
#/0619447584

WELLS FARGO 4
MAC X2502-011
1 HOME CAMPUS
DES MOINES , IA 50328--000

Account Number
F7850-00-004-0006-00 4
HCAD No. 176616 4

Legal Description of the Property
FRY WEAVER ADDITION LOTS 6,7 & 10 BLK 4

206 GREENVILLE ST

OWNER: CAPELLO ROBERT M & GLORIA 4

2010 OVERAGE AMOUNT $2,763.94 4

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 4: EMERGENCY SERV DISTRICT #2, 23: CITY OF ELSA, 42: EDCOUCH-ELSA ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

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

Step 1: Identify the Payer requesting the refund if different than shown above	Name		Relationship to Property Owner
	Mailing Address		Daytime Telephone Number
	City, State, Zip Code		
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		Overpaid the account	
	X	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		2763.94
	Total tax, penalty, and interest amount owed for the year		
	Amount of refund claimed		2763.94
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 Karen Fermaro		Date of application 1-11-2011
	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: 2/8/11
TAX OFFICE USE ONLY:	☑ Approved	☐ Denied	By: _____ Date: 1/25

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

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 2/2/11 2/8/11

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: 12/21/2010

7/0373719764

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 1.24.11

Payer
WELLS FARGO
MAC X2502-011
1 HOME CAMPUS
DES MOINES , IA 50328--000

Account Number
H5252-00-000-0054-00
HCAD No. 689739

Legal Description of the Property
HUNTER'S COVE Lot 54

5709 N 35TH ST

OWNER: AHUMADA WILLIAM C & AUDRA L

2010 OVERAGE AMOUNT $2,932.74

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 47: MCALLEN ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

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

Wells Fargo Home Mortgage
MAC X2302-04D
1 Home Campus
Des Moines, IA 50328

Step 1: Identify the Payer requesting the refund if different than shown above	Name	o Property Owner
	Mailing Address	phone Number
	City, State, Zip Code	
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	
	X 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	2933.64
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed	2932.74
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 Karen Formaro	Date of application 1-11-2011
	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: 2/9/11
TAX OFFICE USE ONLY:	☑ Approved ☐ Denied By:	Date: 1-24-11

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

1/25

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: 12/21/2010

7/0142128693
Payer
WELLS FARGO ✓
MAC X2502-011
1 HOME CAMPUS
DES MOINES , IA 50328--000

Account Number
J4220-01-000-0025-00
HCAD No. 672011

Legal Description of the Property
JARDIN DEL VALLE APARTMENTS PH 1 LOT 25 - AMENDED

3709 FAITH HILL

PO Box 710551
SAN DIEGO, CA 92171

OWNER: LAWSON JOSEPH P ✓

2010 OVERAGE AMOUNT $4,047.25 ✓

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	Wells Fargo Home Mortgage MAC X2302-04D 1 Home Campus Des Moines, IA 50328
	Mailing Address	Property Owner
	City, State, Zip Code	Phone Number
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	
	Paid in error (explain)	
Step 4: Provide payment information **Attach copies of cancelled checks or tax office receipts**	Total amount paid by this taxpayer	4047.25
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed	4047.25
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 Karen Formaro	Date of application 1-10-2011
	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: 2/9/11
TAX OFFICE USE ONLY:	☑ Approved ☐ Denied By:	Date: 1-24-11

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

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: (PA) 2/1/11 2/8/11

1/25

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: 12/21/2010

936/0258083195

Account Number
L6223-00-000-0046-00
HCAD No. 689384
Legal Description of the Property
Los Jardinez De Cimarron Lot 46
1015 RED RIVER
OWNER: JUAREZ VENANCIO & HILDA O

WELLS FARGO
MAC X2502-011
1 HOME CAMPUS
DES MOINES , IA 50328--000

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 2-3-11

2010 OVERAGE AMOUNT $8,271.12

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 32: CITY OF MISSION, 51: SHARYLAND ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

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

Wells Fargo Home Mortgage
MAC X2302-04D
1 Home Campus
Des Moines, IA 50328

Step 1: Identify the Payer requesting the refund if different than shown above	Name	Property Owner
	Mailing Address	hone Number
	City, State, Zip Code	
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		Overpaid the account
	X	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	8271.12
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed	8271.12
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 Karen Serrano	Date of application 1-10-2011
	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: 2/8/11
TAX OFFICE USE ONLY:	☑ Approved ☐ Denied By:	Date: 1-24-11

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

1/25

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: 12/21/2010

7/01366538 62

Payer:
WELLS FARGO
MAC X2502-011
1 HOME CAMPUS
DES MOINES , IA 50328--000

Account Number
Q3070-00-000-0004-00
HCAD No. 668248

Legal Description of the Property
QUEEN'S RIDGE ESTATES LOT 4

1501 PROSPERITY DR

OWNER: LOS DOS J'S INVESTMENTS LTD

2010 OVERAGE AMOUNT $3,957.31

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	Wells Fargo Home Mortgage MAC X2302-04D 1 Home Campus Des Moines, IA 50328
	Mailing Address	
	City, State, Zip Code	
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		
	[ ] Overpaid the account	
	[X] 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	3957.31
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed	3957.31
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 Karen Formaro	Date of application 1-6-2011
	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: 2/8/11
TAX OFFICE USE ONLY:	[✓] Approved [ ] Denied By:	Date: 1-24-11

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

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 2/4/11 P.C. 2/8/11

1/25

Mailed 1-14-11

10-5536

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: 11/24/2010

Account Number
R1420-03-000-0014-00
HCAD No. 687410

Legal Description of the Property
Redbud Estates PH 3 Lot 14

OWNER: FANNIE MAE AKA FEDERAL NATIONAL

FIDELITY NATIONAL TITLE INSURANCE CO.
4540 FM 1960 WEST
HOUSTON , TX 77069

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 1-3-11

2010 OVERAGE AMOUNT $2,734.63

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.

Please ref. GF# 10005536

Step 1: Identify the Payer requesting the refund if different than shown above	Name Fidelity National Title	Relationship to Property Owner Title Co.
	Mailing Address 4540 FM 1960 W	Daytime Telephone Number 281/893-9588
	City, State, Zip Code Houston, TX 77069	
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	☐ Overpaid the account	
	☑ Duplicate payment	
	☐ Paid in error (explain)	
Step 4: Provide payment information **Attach copies of cancelled checks or tax office receipts**	Total amount paid by this taxpayer	4,686.73
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed	2,734.63
Step 5: How should the refund be processed?	☐ Mail to Property Owner	
	☑ Mail to Payer at address in Step 1	
	☐ Transfer this amount to account	For tax year
	☐ Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE Kristen Weddle for Fidelity	Date of application 1-13-11
	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: 2/8/11
TAX OFFICE USE ONLY:	☑ Approved ☐ Denied By:	Date: 1-24-11

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

1/25

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: 12/21/2010

7/0374130391

Payer:
WELLS FARGO
MAC X2502-011
1 HOME CAMPUS
DES MOINES , IA 50328--000

Account Number
T5443-00-000-0085-00
HCAD No. 708844

Legal Description of the Property
TIFFANEY ESTATES LOT 85

4600 KIWI AVE

OWNER: LAREDO NATIONAL BANK

2010 OVERAGE AMOUNT $3,047.78

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 51: SHARYLAND ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

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

Step 1: Identify the Payer requesting the refund if different than shown above	Name	roperty Owner
	Mailing Address	one Number
	City, State, Zip Code	

Wells Fargo Home Mortgage
MAC X2302-04D
1 Home Campus
Des Moines, IA 50328

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	Overpaid the account	
	X 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	3047.78
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed	3047.78
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 Karen Formaro	Date of application 1-12-2011
	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: 2/8/11
TAX OFFICE USE ONLY:	✓ Approved ☐ Denied By:	Date: 1-24-11

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

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 2/4/11 2/8/11

1/25

AI-25204 **10.A.**

The AIA Contract Documents License Renewal

CC CONSENT

Date:	02/14/2011
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 in the amount of $ 3,500.00 to The American Institute of Architects (AIA) for the 2011 Annual Unlimited - Multiseat License renewal with Authority for the County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor.

BACKGROUND

Check needs to be held by Treasurer's Office to be sent FedEx Overnight.

As of 2/07/2011 no invoice has been received

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-18-160-001-0-812

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

BUDGETARY IMPACT:

Amount available through Requistion#189664 in the amount of $3,500.00 as of 2/10/11 for The American Institute of Architects.

Attachments

Link: Email/ reminder

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/08/2011 08:29 AM	APRV
2	Erika Zamora	Erika Zamora	02/10/2011 10:29 AM	APRV
3	Auditor's Office		02/11/2011 07:41 AM	NEW

Form Started By: Nielda Cavazos Started On: 02/07/2011 03:46 PM

Final Approval Date: 02/11/2011

Dear Martha L. Salazar, CPPB:

Thank you for choosing AIA Contract Documents software. More than 25,000 users consider it the Industry Standard for design and construction agreements and forms. We hope our product has been valuable to your work.

According to our records, your Annual Unlimited - Multiseat License is due to expire 3/5/2011. So now is a great time to purchase another Multiseat License.

RENEW MY LICENSE NOW!

As part of the 4.4 release, discover the newest AIA Contract Documents, which provides a valuable framework and addresses the unique requirements of large-scale building and residential planning. The new, updated documents include an Owner/Architect and Developer-Builder/Architect agreements for Multi-Family, Mixed-Use, and Single Family Residential Projects, a Condominium Project Guide, and a new scope of Architect's Services for Regional or Urban Planning.

If you have not upgraded to **the latest 4.4 software update**, you're also missing out on a new, more user-friendly home page design that gives you direct access to recently edited documents and projects as well as the most frequently used document templates.

Renew your license today to get these updated documents, and to retain your continued access to our extensive library of forms and documents through the updated and easy-to-use software. If you have difficulty using the link above, then simply copy and paste the following link into your web browser's address box:
www.aia.org/contractdocs/purchase/licensing/AIAS075205.

To log in to **renew your license**, use your email address and password. If you're an AIA member, the default password is your last name with the first letter capitalized.

Additionally, we just released a CD recording of the highly-attended December 8th webinar entitled **Payment Applications and Change Order Forms: What You Should Know...**

Order your CD today and you will learn the significance of AIA Payment Application and Change Order Forms and how to properly process and complete them; The difference between fixed rate and variable rate retainage and how to list change orders on payment applications and more!

ORDER YOUR WEBINAR CD TODAY!

If you have any questions about renewing your AIA Contract Documents license, then please contact us at (800) 942-7732.

AIA Contract Documents
Customer Support

If you have already renewed your license, and are receiving this email in error,

- Renew Online
- Pricing
- Support Information
- Knowledge Base
- Renew by Fax/Mail (Acrobat PDF)

AIA Web Resources

- AIA Homepage
- AIA Store
- Continuing Education
- Career Center
- Join the AIA

Contact Us If you have questions regarding the purchase of your AIA Contract Documents Software license, please contact AIA Customer Service:

- **E-mail:** docspurchases@aia.org
- **Mail:** AIA Software Renewal, Lockbox 64499, Baltimore, MD 21264
- **Voice:** (202) 626-7468
- **Fax:** (202) 879-3083

please reply with a short message indicating that you would not like to receive further notifications, and we will update our records accordingly.

You are receiving this e-mail because you have purchased AIA Contract Documents.

Update Information

In order to keep you informed of product information, we need your most current contact information. You will be directed to a Member/Customer Login screen. Please enter your e-mail address and password to update your contact information. If you ca not see the link to the Member/Customer Login above, copy this entire link: https://ams.aia.org/eweb/Dynamicpage.aspx?WebCode=MyInformation&Site=aia and paste it into the Location/Address field of your browser.

2/2011

AI-25255 **10.B.**

TAC Membership Dues

CC CONSENT

Date:	02/14/2011
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Membership Dues

Information

CAPTION

Budget & Management:
Requesting approval to pay 2011 County Investment Officer Annual Dues in the amount of $225.00 payable to Texas Association of Counties (TAC) for Sergio Cruz, with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011	ACCT. #: 1-1100-415-14-115-001-0-810
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funding available through Requisition #189860 in the amount of $225.00 as of 2/10/11 for Texas Association of Counties.

Attachments

Link: invoice and affidavit

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	02/09/2011 03:35 PM	APRV
2	Erika Zamora	Erika Zamora	02/10/2011 11:16 AM	APRV
3	Auditor's Office		02/11/2011 07:41 AM	NEW

Form Started By: Angela Garcia — Started On: 02/09/2011 03:05 PM

Final Approval Date: 02/11/2011

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Sergio Cruz, do hereby state that my membership in the Tx. Assoc. of Counties, on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor 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: _____ DATE: 02/09/2011

TITLE: Director - Planning Section

Before me Angela Garcia, a Notary Public, appeared Sergio Cruz, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

ANGELA GARCIA
Notary Public, State of Texas
My Commission Expires
07-26-2012

Angela Garcia
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

Texas Association of Counties

P. O. Box 2131
Austin, Texas 78768
(800) 456-5974

INVOICE

February 02, 2011
For TAC Use:
219215 / 219215

Invoice No. 23733

Mr. Sergio Cruz, CIO
Manager-Planning Section
Hidalgo County
2818 S US Highway 281
Edinburg, TX 78539-6243

DESCRIPTION		AMOUNT
County Investment Officer Annual Dues	(01/01/2011 - 12/31/2011)	225.00
	Total Due	**225.00**

REMIT TO: **Texas Association of Counties**
CIO Dues
P.O. Box 2131
Austin, TX 78768

PLEASE REMIT WITH PAYMENT

CIODUES

Bill To ID / ID 219215 / 219215
Mr. Sergio Cruz, CIO, Manager-Planning Section
Hidalgo County

Amount Due : 225.00

Amount Enclosed : _____

Texas Association of Counties
CIO Dues
P.O. Box 2131
Austin, TX 78768

AI-25251 **10.C.**

2011 Texas Association of Counties CIO Membership Dues
CC CONSENT

Date:	02/14/2011
Submitted By:	Maria Medina, AUDITOR'S OFFICE
Submitted For:	Ray Eufracio
Department:	AUDITOR'S OFFICE
Agenda Category:	Membership Dues

Information

CAPTION

Auditor's Office:
Request for approval to pay the 2011 Texas Association of Counties - County Investment Officer - annual dues for Raymundo Eufracio, CPA, County Auditor, and Linda Fong, First Assistant County Auditor in the amount of $225.00 each with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor.

BACKGROUND

The Texas Association of Counties (TAC) provides formal education for county investment officers, including an optional certificate program which allows investment officers to earn and maintain the certified County Investment Officer (CIO) credential. Through membership with TAC, CIOs have the opportunity to receive continuing education without registration charges. Also, investment training helps county investment officers get the most return on the taxpayers' dollar.

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-21-170-001-0-810

FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Amount available through Requisition#189845 in the amount of $450.00 as of 2/10/11 for Texas Association of Counties.

Attachments

Link: Affidavits & Invoices

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	02/09/2011 02:33 PM	APRV
2	Erika Zamora	Erika Zamora	02/10/2011 11:03 AM	APRV
3	Auditor's Office	Angela Garcia	02/10/2011 11:06 AM	APRV
4	Erika Zamora	Erika Zamora	02/10/2011 01:31 PM	APRV

Form Started By: Maria Medina Started On: 02/09/2011 02:25 PM

Texas Association of Counties

P. O. Box 2131
Austin, Texas 78768
(800) 456-5974

RECEIVED BY
COUNTY AUDITOR
2011 FEB 9 AM 11 33

INVOICE

Mr. Raymundo Eufracio, CPA, CIO
Auditor
Hidalgo County
2802 S US Highway 281
Edinburg, TX 78539-6243

February 02, 2011
For TAC Use:
212927 / 212927

Invoice No. 23699

DESCRIPTION		AMOUNT
County Investment Officer Annual Dues	(01/01/2011 - 12/31/2011)	225.00
	Total Due	**225.00**

REMIT TO: Texas Association of Counties
CIO Dues
P.O. Box 2131
Austin, TX 78768

1 -1100-415-21-170-001-0-810
INVOICE RECEIVED BY:
_____ ON 2-9-11
GOODS/SERVICES RECEIVED BY:
_____ ON 2011

PLEASE REMIT WITH PAYMENT

CIODUES

Bill To ID / ID 212927 / 212927
Mr. Raymundo Eufracio, CPA, CIO, Auditor
Hidalgo County

Amount Due : 225.00

Amount Enclosed : _____

Texas Association of Counties
CIO Dues
P.O. Box 2131
Austin, TX 78768

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Raymundo Eufracio, CPA, do hereby state that my membership in the Texas Association of Counties on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

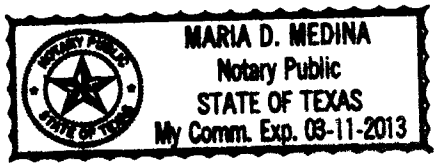
1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor 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: _____ DATE: 2/9/11

TITLE: HIDALGO COUNTY AUDITOR

Before me MARIA D. MEDINA, a Notary Public, appeared Raymundo Eufracio, and on his oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)



Maria D. Medina
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

Texas Association of Counties

RECEIVED BY
COUNTY AUDITOR
2011 FEB 9 PM 1:51

P. O. Box 2131
Austin, Texas 78768
(800) 456-5974

INVOICE

Ms. Linda Fong, CIO
First Assistant County Auditor
Hidalgo County
100 East Cano, Third Floor
Edinburg, TX 78539

February 02, 2011
For TAC Use:
219048 / 219048

Invoice No. 23732

DESCRIPTION		AMOUNT
County Investment Officer Annual Dues	(01/01/2011 - 12/31/2011)	225.00
	Total Due	**225.00**

REMIT TO: **Texas Association of Counties**
CIO Dues
P.O. Box 2131
Austin, TX 78768

1 -1100-415-21-170-001-0- 810
INVOICE RECEIVED BY:
JH ON 2-9-11
GOODS/SERVICES RECEIVED BY:
Dues ON 2011

PLEASE REMIT WITH PAYMENT

CIODUES

Bill To ID / ID 219048 / 219048
Ms. Linda Fong, CIO, First Assistant County Auditor
Hidalgo County

Amount Due : 225.00

Amount Enclosed : _____

Texas Association of Counties
CIO Dues
P.O. Box 2131
Austin, TX 78768

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Linda Fong, do hereby state that my membership in the Texas Association of Counties on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor 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: Linda Fong DATE: 2-9-11

TITLE: HIDALGO COUNTY AUDITOR

Before me MARIA D. MEDINA, a Notary Public, appeared Linda Fong, and on her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)

MARIA D. MEDINA
Notary Public
STATE OF TEXAS
My Comm. Exp. 03-11-2013

Maria D. Medina
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

AI-25111 **11.A.**

Surplus for Destruction Constable Precinct 3 Uniforms
CC CONSENT

Date:	02/14/2011
Submitted By:	Omar Salinas, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Approval to declare as “surplus” (for the purpose of destruction) staff uniforms from Constable Precinct #3 inasmuch as uniforms cannot be re-cycled (with approval for disposition through the County Sheriff’s Department scheduled in March 2011 and subject to weather conditions).

BACKGROUND

Request ratification for the destruction of Uniform for Constable Precinct #3. Uniforms were salvaged for destruction due to the uniforms being unusable and to ensure that the uniforms would not be used by individuals other than Deputy Constables.

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No Budgetary Impact.

Uniforms are approximately eight (8) years old and thus have long since used their value.

Attachments

Link: Asset Disposition

Link: Ratif Uniforms

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/10/2011 11:51 AM	APRV
2	Budget & Management	Erika Zamora	02/10/2011 01:13 PM	APRV
3	Rosalinda Cantu	Angela Garcia	02/10/2011 01:26 PM	APRV
4	Sylvia Solis	Sylvia Solis	02/10/2011 02:05 PM	APRV
5	Auditor's Office		02/11/2011 07:41 AM	NEW

Form Started By: Omar Salinas

Started On: 02/01/2011 11:09 AM

Final Approval Date: 02/11/2011

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT
FIXED ASSET DIVISION

RECEIVED
FEB 08 2011
By

ADF-2010.01

Page 1 of _____

ASSET DISPOSITION FORM

DEPARTMENT REQUESTING TRANSMITTAL	DEPT. NO.	DISPOSITION TYPE:		
CONSTABLE PRECINCT 3	293	☐ Trade-in	☐ Landfill	*ASSETS BEING DESTROYED PICTURES OF DESTRUCTION NEED TO BE TAKEN
DATE OF REQUEST:	LOCATION:	☒ Destruction	☐ Other	
March 2011: depending on weather conditions	SHERIFF'S DEPT	Other:		

DEPARTMENT CONTACT INFORMATION:

NAME (PRINT) Horaldo Sanchez PHONE NO. _____ FAX NO. _____

E-MAIL ADDRESS: _____

	ASSET TAG NO.	DESCRIPTION	SERIAL NO.	CONDITION	TRADE-IN VALUE	FIXED ASSET DIVISION FUND	FIXED ASSET DIVISION HISTORICAL COST
1		93 BROWN & TAN UNIFORM SHORT SLEEVE					
2		7 BROWN & TAN UNIFORM LONG SLEEVE SHIRTS					
3		58 TAN UNIFORM PANTS					
4		2 BLUE POLO SHIRTS					
5							
6							
7							
8							
9							
10							

Explanation: _____

ELECTED OFFICIAL/DEPARTMENT HEAD SIGNATURE: Horaldo Sanchez **DATE:** 2-8-11

APPROVED COMMISSIONERS' COURT DATE: _____

ATTACHMENTS TO INCLUDE: APPROVED COMMISSIONERS' COURT AGENDA MINUTES, CREDIT MEMO, AND/OR PICTURES OF THE ASSETS.

AFTER COMMISSIONERS' COURT APPROVAL, PLEASE SUBMIT ORIGINAL TRANSMITTAL FORM AND BACKUP TO: PURCHASING DEPARTMENT - FIXED ASSET DIVISION

Hidalgo County Precinct 3
Constable Department

Short sleeve shirts	long sleeve shirts	pants	Polo Blue shirts
3 size 15	----------	1 size 28 R	2 size xxl
1 size 15 ½	----------	----------	----------
1 size 16	----------	5 size 30 R	----------
10 size 16 ½	1 size 16 ½	5 size 33 R	----------
14 size 17	1 size 17	3 size 34 R	----------
21 size 17 ½	3 size 17 ½	2 size 35 R	----------
17 size 18	1 size 18	12 size 36 R	----------
19 size 18 ½	1 size 18 ½	1 size 37 R	----------
3 size 19	----------	5 size 38 R-4 size 38 L	----------
4 size 22	----------	6 size 40 R-1 size L	----------
----------	----------	7 size 42 R-1 size L	----------
----------	----------	3 size 44 R	----------
----------	----------	1 size 56 R	----------
----------	----------	1 size 58 R	----------
Total: 93	**Total: 7**	**Total: 58**	**Total: 2**


MIDALSO COUNTY







Sec. 263.107. EXPENDITURE OF TAX FUNDS. In an agreement authorized by this subchapter, the commissioners court of a county may spend tax funds consistent with state law but must limit each commitment or expenditure of tax funds associated with the agreement to an amount available from current revenues of the county.

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

SUBCHAPTER D. DISPOSITION OF SALVAGE OR SURPLUS PROPERTY

Sec. 263.151. DEFINITIONS. In this subchapter:

(1) "Salvage property" means personal property, other than items routinely discarded as waste, that because of use, time, accident, or any other cause is so worn, damaged, or obsolete that it has no value for the purpose for which it was originally intended.

(2) "Surplus property" means personal property that:

(A) is not salvage property or items routinely discarded as waste;

(B) is not currently needed by its owner;

(C) is not required for the owner's foreseeable needs; and

(D) possesses some usefulness for the purpose for which it was intended.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch.

AI-25181 **11.B.**

Authority to Advertise- GASOLINE ON-OFF HIGHWAY DIESEL FUEL PRODUCTS

CC CONSENT

Date:	02/14/2011
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, legal notice etc) as attached hereto for "Hidalgo County-GASOLINE ON-OFF HIGHWAY DIESEL FUEL PRODUCTS" RFB No 2011-009-03-16-YZV.

BACKGROUND

PROPOSED SCHEDULE OF EVENTS:

1ST Advertisement: February 19, 2011
2nd Advertisement: February 26, 2011
Bid Opening Date: March 16, 2011

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

see attached exp report for possible funding sources and available balances. Purchases are on an as needed basis.

Attachments

Link: exp object 626

Link: DEPARTMENT-APPROVAL MEMO

Link: LEGAL NOTICE-SPECIFICATIONS-DRAFT SERVICE CONTRACT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/09/2011 02:01 PM	APRV
2	Budget & Management	Ivan Cantu	02/09/2011 02:48 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	02/09/2011 03:44 PM	APRV
4	Auditor's Office		02/11/2011 07:41 AM	NEW
Form Started By: Yolanda Velasquez			Started On: 02/03/2011 02:17 PM	

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1100-413-00-125-001-0-626	EXECUTIVE OFFICE-GASOLINE/DIESEL	1,800.00	1,800.00	.00	.00	.00	100.00
1-1100-413-00-125-002-0-626	PUBLIC AFFAIRS-GASOLINE/DIESEL	.00	22.33	.00	.00	-22.33	.00
1-1100-414-00-130-001-0-626	ELECTIONS DEPT-GASOLINE/DIESEL	5,000.00	3,000.00	.00	.00	2,000.00	60.00
1-1100-415-14-115-001-0-626	DBM-BUDGET DIV-GASOLINE/DIESEL	2,000.00	1,597.01	402.99	402.99	.00	100.00
1-1100-415-15-140-001-0-626	TAX OFF-GASOLINE/DIESEL	4,500.00	950.00	.00	.00	3,550.00	21.11
1-1100-415-18-160-001-0-626	PURCHASING-GASOLINE/DIESEL	1,500.00	1,127.94	372.06	372.06	.00	100.00
1-1100-415-40-180-001-0-626	CO CLERK-GASOLINE/DIESEL	3,000.00	2,000.00	.00	.00	1,000.00	66.67
1-1100-415-40-180-002-0-626	CO CLERK RECORD ARCHIVE-GASOLINE/DIESEL	1,500.00	.00	.00	.00	1,500.00	.00
1-1100-419-10-210-001-0-626	PLANNING DEPT-GASOLINE/DIESEL	10,000.00	10,000.00	.00	.00	.00	100.00
1-1100-419-40-220-001-0-626	FACILITIES MGMT-GASOLINE/DIESEL	40,000.00	40,000.00	.00	.00	.00	100.00
1-1100-419-50-125-003-0-626	SAFETY-GASOLINE/DIESEL	20,000.00	15,000.00	.00	.00	5,000.00	75.00
1-1100-421-00-280-001-0-626	SHERIFF-GASOLINE/DIESEL	1,406,000.00	175,293.40	72,706.60	72,706.60	1,158,000.00	17.64
1-1100-421-00-291-001-0-626	CONSTABLE PCT.1-GASOLINE/DIESEL	38,000.00	35,000.00	797.20	797.20	2,202.80	94.20
1-1100-421-00-292-001-0-626	CONSTABLE PCT.2-GASOLINE/DIESEL	25,000.00	18,000.00	.00	.00	7,000.00	72.00
1-1100-421-00-293-001-0-626	CONSTABLE PCT.3-GASOLINE/DIESEL	55,000.00	40,000.00	.00	.00	15,000.00	72.73
1-1100-421-00-294-001-0-626	CONSTABLE PCT.4-GASOLINE/DIESEL	25,000.00	20,000.00	.00	.00	5,000.00	80.00
1-1100-421-00-295-001-0-626	CONSTABLE PCT.5-GASOLINE/DIESEL	16,000.00	.00	.00	.00	16,000.00	.00
1-1100-422-10-300-001-0-626	EMERG SRVS-FM-GASOLINE/DIESEL	15,000.00	15,000.00	.00	.00	.00	100.00
1-1100-423-21-280-002-0-626	JAIL-GASOLINE/DIESEL	15,000.00	9,000.00	.00	.00	6,000.00	60.00
1-1100-423-32-330-001-0-626	JUV DET HM-GASOLINE/DIESEL	2,500.00	1,158.25	.00	.00	1,341.75	46.33
1-1100-429-00-300-023-0-626	EMERG SRVS-EM-GASOLINE/DIESEL	7,000.00	5,000.00	25.00	25.00	1,975.00	71.79
1-1100-432-00-121-001-0-626	PCT1 SANITATION-GASOLINE/DIESEL	75,000.00	29,952.72	.00	.00	45,047.28	39.94
1-1100-432-00-122-001-0-626	PCT2 SANITATION-GASOLINE/DIESEL	40,000.00	30,000.00	.00	.00	10,000.00	75.00
1-1100-432-00-123-001-0-626	PCT3 SANITATION-GASOLINE/DIESEL	40,000.00	20,000.00	.00	.00	20,000.00	50.00
1-1100-432-00-124-001-0-626	PCT4 SANITATION-GASOLINE/DIESEL	56,625.00	25,000.00	.00	.00	31,625.00	44.15
1-1100-441-00-340-001-0-626	HEALTH ADM-GASOLINE/DIESEL	50,000.00	37,600.00	.00	.00	12,400.00	75.20
1-1100-452-00-121-013-0-626	PCT1 PARKS-GASOLINE/DIESEL	20,000.00	8,000.00	.00	.00	12,000.00	40.00
1-1100-452-00-122-008-0-626	PCT2 PARKS-GASOLINE/DIESEL	8,000.00	.00	.00	.00	8,000.00	.00
1-1100-452-00-123-008-0-626	PCT3 PARKS-GASOLINE/DIESEL	4,000.00	.00	2,431.79	2,431.79	1,568.21	60.79
1-1100-452-00-124-009-0-626	PCT4 PARKS-GASOLINE/DIESEL	5,000.00	.00	.00	.00	5,000.00	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1100-461-00-380-001-0-626	TX AGRILIFE EXT-GASOLINE/DIESEL	4,500.00	4,000.00	.00	.00	500.00	88.89
1-1200-431-00-121-005-0-626	PCT1 P/U RD-GASOLINE/DIESEL	200,000.00	20,000.00	.00	.00	180,000.00	10.00
1-1200-431-00-122-004-0-626	CO SHOP-GASOLINE/DIESEL	7,000.00	5,000.00	.00	.00	2,000.00	71.43
1-1200-431-00-122-005-0-626	PCT2 RD ADM-GASOLINE/DIESEL	200.00	.00	.00	.00	200.00	.00
1-1200-431-00-122-006-0-626	PCT2 P/U RD-GASOLINE/DIESEL	98,000.00	50,000.00	.00	.00	48,000.00	51.02
1-1200-431-00-123-005-0-626	PCT3 P/U RD-GASOLINE/DIESEL	279,754.32	47,002.61	33,838.14	33,838.14	198,913.57	28.90
1-1200-431-00-124-007-0-626	PCT4 P/U RD-GASOLINE/DIESEL	160,000.00	31,152.33	48,847.67	48,847.67	80,000.00	50.00
1-1200-431-00-260-001-0-626	R-O-W DEPT-GASOLINE/DIESEL	19,119.00	19,000.00	63.20	63.20	55.80	99.71
1-1222-412-00-080-006-0-626	DA BAD CK-GASOLINE/DIESEL	8,000.00	7,000.00	.00	.00	1,000.00	87.50
1-1246-415-15-140-003-0-626	TAX OFF-GASOLINE/DIESEL	6,000.00	.00	.00	.00	6,000.00	.00
1-1284-421-00-280-037-1-626	OCDE-GASOLINE/DIESEL	.00	1,499.94	.00	.00	-1,499.94	.00
1-1291-412-00-270-003-0-626	HIDTA TASK FORCE-GASOLINE/DIESEL	16,904.06	16,904.06	.00	.00	.00	100.00
1-1292-441-00-350-001-1-626	WIC ADM-GASOLINE/DIESEL	20,000.00	15,000.00	.00	.00	5,000.00	75.00
1-1293-441-00-340-013-2-626	TDH PHPSB-GASOLINE/DIESEL	612.31	612.31	.00	.00	.00	100.00
1-1293-441-00-340-042-1-626	PPCPS/PHER-GASOLINE/DIESEL	8,000.00	.00	.00	.00	8,000.00	.00
1-1295-423-00-330-028-0-626	WESL B/C-GASOLINE/DIESEL	12,000.00	5,800.45	.00	.00	6,199.55	48.34
1-1297-423-00-320-002-1-626	BASIC SUPERVISION-GASOLINE/DIESEL	4,471.17	2,471.17	1,720.05	1,720.05	279.95	93.74
1-1297-423-00-320-008-1-626	COMM CORR-GASOLINE/DIESEL	3,000.00	500.00	.00	.00	2,500.00	16.67
1-1297-423-00-320-020-1-626	SATF-GASOLINE/DIESEL	2,718.28	1,718.28	296.66	296.66	703.34	74.13
1-1297-423-00-320-030-1-626	CRTF-GASOLINE/DIESEL	34,891.08	34,104.98	553.89	553.89	232.21	99.33
1-2202-419-50-115-065-0-626	DBM-W/C DIV-GASOLINE/DIESEL	2,000.00	1,815.78	119.75	119.75	64.47	96.78

MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

To: Anacleto Martinez, Chief Deputy
Hidalgo County Sheriff's Office

From: Yolanda Velasquez
Purchasing Dept., Buyer

RECEIVED
JAN 06 2011
By 1:13PM

Date: January 6, 2011

Re: RFB No. 2011-009 Approval of Specifications for HIDALGO COUNTY- "GASOLINE ON-OFF HIGHWAY DIESEL FUEL PRODUCTS"

Please review the attached **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. Please make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions or need additional information please call me at (956) 318-2626 ext# 4881.

APPROVE	☑	DISAPPROVE	☐
APPROVED WITH MODIFICATIONS		☐	

FUNDS AVAILABILITY: Yes ✓ No _____ Other specify _____

BUDGET ACCOUNT#: 11-1100-421-00-280-001-0-626

A. "Sonny" Martinez 1-06-2011

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail: yolanda.velasquez@co.hidalgo.tx.us no later than WEDNESDAY, JANUARY 12, 2011 by 3:00P.M.

ENCLOSURES

MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

To: Hon. Joel Quintanilla,
Commissioner Precinct 1

From: Yolanda Velasquez
Purchasing Dept., Buyer

Date: January 4, 2011

Re: **RFB No. 2011-009 Approval of Specifications for HIDALGO COUNTY- "BULK GASOLINE ON-OFF HIGHWAY DIESEL FUEL PRODUCTS"**

Please review the attached **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. Please make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions or need additional information please call me at (956) 318-2626 ext# 4881.

APPROVE ☒	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: Yes X No _____ Other specify _____

BUDGET ACCOUNT#: 1-1120-431-00-121-001-0-626; 1-1120-452-00-121-013-0-626; 1-1200-431-00-121-005-0-626

Joel Quintanilla

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail: yolanda.velasquez@co.hidalgo.tx.us no later than WEDNESDAY, JANUARY 12, 2011 by 3:00P.M.

ENCLOSURES

MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539 ★ TEL: (956) 318-2626 ★ FAX: (956) 318-2629

To: Hon. Hector (Tito) Palacios
Commissioner Precinct 2

From: Yolanda Velasquez
Purchasing Dept., Buyer

Date: January 7, 2011

Re: RFB No. 2011-009 Approval of Specifications for HIDALGO COUNTY- "GASOLINE ON-OFF HIGHWAY DIESEL FUEL PRODUCTS"

Please review the attached **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. Please make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions or need additional information please call me at (956) 318-2626 ext# 4881.

APPROVE ✓	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☑ to bill address ones.	

FUNDS AVAILABILITY: Yes ✓ No _____ Other specify 1-1200-431-00-122-004-0/626

BUDGET ACCOUNT#: 1-1100-452-00-122-004-0/626; 1-1900-431-00-122-004-0/626;

Yolanda C Cuevas Yolanda C Cuevas 2/4/2011

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail: yolanda.velasquez@co.hidalgo.tx.us no later than WEDNESDAY, JANUARY 12, 2011 by 3:00P.M.

ENCLOSURES

MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

To: Hon. Joe M. Flores,
Commissioner Precinct 3

From: Yolanda Velasquez
Purchasing Dept., Buyer

Date: January 7, 2011

Re: **RFB No. 2011-009 Approval of Specifications for HIDALGO COUNTY- " GASOLINE ON-OFF HIGHWAY DIESEL FUEL PRODUCTS"**

Please review the attached **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. Please make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions or need additional information please call me at (956) 318-2626 ext# 4881.

APPROVE ☑	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: Yes ✓ No _____ Other specify _____

BUDGET ACCOUNT#: 1-1200-131-00-123-005-0-624
1-1100-432-00-123-001-0-624 1-1100-432-00-123-008-0-624

Jon. M. Flores 1/7/11

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail: yolanda.velasquez@co.hidalgo.tx.us no later than WEDNESDAY, JANUARY 12, 2011 by 3:00P.M.

ENCLOSURES

MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

RECEIVED
JAN 13 2011
B. 11:16A

To: Hon. Joseph Palacios,
Commissioner Precinct 4

From: Yolanda Velasquez
Purchasing Dept., Buyer

Date: January 4, 2011

Re: RFB No. 2011-009 Approval of Specifications for HIDALGO COUNTY- "BULK GASOLINE ON-OFF HIGHWAY DIESEL FUEL PRODUCTS"

Please review the attached **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. Please make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions or need additional information please call me at (956) 318-2626 ext# 4881.

APPROVE	☑	DISAPPROVE	☐
APPROVED WITH MODIFICATIONS		☐	

FUNDS AVAILABILITY: Yes ✓ No _____ Other specify _____

BUDGET ACCOUNT#: 1-1200-431-00-124-007-0-626
1-1100-432-00-124-001-0-626

MARCOS LOPEZ 1/6/11

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail: yolanda.velasquez@co.hidalgo.tx.us no later than WEDNESDAY, JANUARY 12, 2011 by 3:00P.M.

ENCLOSURES

Bid No: 2011-009-03-16	Buyer: Yolanda Z. Velasquez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY HEALTH DEPARTMENT
"BULK GASOLINE ON-OFF HIGHWAY DIESEL FUEL PRODUCTS"

BID OPENING DATE

MARCH 16, 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 **"BULK GASOLINE ON-OFF HIGHWAY DIESEL FUEL PRODUCTS - Hidalgo County"** 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-2011-009-03-16-YZV-"BULK GASOLINE ON-OFF HIGHWAY DIESEL FUEL PRODUCTS – Hidalgo County"** and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, MARCH 16, 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-2011-009-03-16-YZV-RFB-BULK GASOLINE ON-OFF HIGWAY DIESEL FUEL PRODUCTS – Hidalgo County".** 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 - **"BULK GASOLINE ON-OFF HIGHWAY DIESEL FUEL PRODUCTS -Hidalgo County"** 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	**MARCH 16, 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 that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful 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 to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for 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
BULK GASOLINE ON-OFF HGHWAY DIESEL FUEL PRODUCTS"
BID NO.: 2011-009-03-16-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S Business Highway 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

Exhibit "A"
HIDALGO COUNTY
"GASOLINE AND DIESEL FUEL (ALL GRADES)"
BID NO. 2011-009-03-16-YZV
SPECIFICATIONS

PROJECT OVERVIEW

Hidalgo County is seeking bids from qualified and interested vendors for purchases of fuel, i.e. gasoline (**all grades**) and diesel (**all grades**). Hidalgo County will contract with the lowest responsible bidder meeting all specifications and/or requirements contained herein. All purchases of gasoline and/or, diesel fuel will be on an "**As needed basis"** only. The most common fuels used for Bulk and fuel station delivery are Unleaded Regular, Unleaded Mid-Grade, Unleaded Premium, Unleaded Super, #2 Ultra Low Sulfur Diesel and #2 Ultra Low Sulfur Dyed Diesel. There is **no guarantee** on annual volume. Hidalgo County purchases approximately 80% bulk fuel and 20% fuel from fueling stations. Bidders may bid on **Option I and/or Option II** on the Exhibit B bid page. **Hidalgo County has the option to seek purchases from state awarded vendors or any other state cooperative purchasing programs whenever it is in the County's best interest to do so.**

A Pre Bid conference will be held at the Hidalgo County Purchasing Department 2802 S. Business Highway 281 Edinburg TX. , Thursday, March 03, 2011 at 2: 30 P.M. It is strongly recommended that interested vendors attend.

BID PRICE:

Bid your lowest margin of profit for **all** gasoline and diesel grades.

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

Prices that Hidalgo County will pay for all fuel deliveries will be based upon the bidder price above or below OPIS report (Harlingen Pad) Rack Price and the profit margin. Bidder must provide a copy of the January 4, 2011 OPIS report along with the bid.

Awarded bidder must submit a relevant current OPIS report (Harlingen Pad) with each invoice with each invoice to the County

REFERENCES:

A list of a minimum of five references/ contracts for any national, state, local political subdivision, private sector or other entity must be submitted along with your bid for qualification. Information regarding point of contact and contract term should include, but not limited to, the following:

Company
Contact Person
Phone Number
Term of the contract

If bid is awarded and the awarded bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contract agreement, HIDALGO COUNTY reserves the right to seek goods/services from the secondary vendor, state awarded vendors or any other cooperative purchasing programs at no additional cost to the County.

RESPONSIBLE BIDDER:

Bidders having a history of inconsistent services and unreliability will not be considered by the County to be a responsible bidder.

The business must be a well established organization and have any adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period.

Successful bidder shall provide a Countywide, major brand fleet fuel monitoring system and dispensing system and electronic capture and report of transactions, card fuel access control security system.

Successful bidder must be able to have 24 hour facility and personnel, emergency disaster fuel availability.

Successful bidder must provide the fuel cards and replacement cards as necessary at no additional cost to the County.

Successful bidder will also establish base-pricing information on a weekly basis. Base pricing information shall consist of a PAD report pricing, plus differential equaling total price.

Awarded vendor will maintain an emergency disaster fuel program available for Hidalgo County fuel locations. Emergencies may include power outages, riots, civil disobedience, etc., and disasters will be acts of God such as hurricanes, floods tornadoes, etc., 24 hour facilities and personnel, and emergency disaster fuel availability in Hidalgo County.

Fuel card tracking must include:

Vehicle number
Date and Time of fueling
Identification of fueling station
Identification of mileage of vehicle fueled
Type and price per gallon of fuel
Total volume and dollar amount of fuel and vehicle miles per gallon
Electronic transaction file must match hard copy

TERM OF THE CONTRACT:

HIDALGO COUNTY is requesting bids for "**GASOLINE, AND DIESEL FUEL (ALL GRADES)"** for a one (1) year term with the County's option to extend the contract for an additional two (2) one (1) year terms.

Hidalgo County reserves the right to extend the contract for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delay in the procurement of subsequent bid process.

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.

If termination of contract is necessary, the successful bidder will not add any termination penalties to said contract.

COMPLIANCE WITH SPECIFICATIONS & HIDALGO COUNTY'S RIGHT OF SELECTION:
All bidder(s) shall abide by & comply with the true intent of the specifications and not take advantage of any unintentional error or omission.

Bidders will be required to comply with all applicable equal employment opportunity laws and regulations.

EVALUATION OF BIDS:
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.

No cash advance discount will be considered.

DEVIATIONS FROM SPECIFICATIONS:
All deviations from the specifications must be noted in writing , in detail by bidder at the time of submittal of the bid. Deviations will be submitted to Commissioner's Court for discussion.

"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 bid, the bidder shall indicate clearly the product on which bidding, and shall supply sufficient date 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.

No substitutions will be accepted after item(s) have been awarded as specified.

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 of or all of the items and/or services fail to meet the expectations of HIDALGO COUNTY, HIDALGO COUNTY

may on a ten (10) day notice, terminate this agreement and be relieved of any further obligation to vendor.

ERRORS IN BIDS, RELIEF OF BIDS:

Bidders or their authorized representative 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 of the plea or error. Neither law nor regulation makes the allowance for errors or omission or commission on the part of bidders. In case of error in extension of prices in the bid, the unit price shall govern.

PRODUCT QUALITY:

Detailed explanation of warranties must be provided with bid.

For purpose of this specification, contamination is defined as any element which enters pure refined gasoline and diesel fuel either naturally or by purposeful action which is not a product of refined crude oil. With the exception of winter additives, detergents, and identifying dyes, any amount of alcohol is considered contamination and will not be allowed. Suspected contaminated fuel will be sent to a Laboratory for testing. Should laboratory test results show fuel contains any level of alcohol or other contaminants, the vendor shall be responsible for the removal of contaminated fuel from HIDALGO COUNTY property within three (3) working days after requested to do so. The vendor shall also be responsible for all cleanup required to all HIDALGO COUNTY property, storage facilities, vehicles and equipment as a result of non-compliance with specifications. Furthermore, the vendor shall be fully responsible for any and all cost incurred by HIDALGO COUNTY for any vehicles or equipment sustaining damage which is attributed to contaminated fuel(s) which the vendor has delivered.

BID AWARD:

HIDALGO COUNTY will award bid to the bidder with the lowest margin of profit. A "Primary" and "Secondary" vendor will be awarded for purchases from this contract through the effective period of this award. In situations when the "Primary" vendor does not comply with the specifications, requirements, terms, conditions, obligations, including delivery all contained within this bid packet, departments will purchase from the "Secondary" vendor. For evaluation & consideration of items bid, samples may be requested.

DELIVERY INSTRUCTIONS:

Delivery hours are from 8:00 A.M. through 12:00 P.M., and 1:00 P.M. through 4:00 P.M. Monday through Friday (Saturdays if Necessary).

Bidder shall deliver the requested amount of fuel within 24 hour of a properly executed purchase order. Partial orders will be considered as a basis of non-compliance.

BILLING AND PAYMENT INSTRUCTIONS:

Invoice must include:

A) Marked- "HIDALGO COUNTY- GASOLINE AND DIESEL FUEL (ALL GRADES)"

B) Copy of signed delivery ticket

County makes payments monthly upon request of a properly executed invoice & documentation from the co-signee.

Contact person for Billing & Payment questions: **Martha L. Salazar, Purchasing Agent, Hidalgo County Purchasing Department, Physical 2802 S. Business Highway 281, Postal/Mailing 2812 S. Business Highway 281, Edinburg, Texas 78539, TEL: (956) 318-2626**

ADDITIONAL REQUIREMENTS

Hidalgo County is additionally requesting loaner tanks by vendor be constructed of steel.

Filtering system for loaner tanks will be the responsibility of the awarded vendor. Sampling of the fuel must be conducted by awarded vendor along with County authorized personal to witness sampling of bulk fuel for every delivery to all County locations requiring bulk fueling. If fuel is found to be contaminated, replacement of fuel will be required to be delivered within 24 hours of findings and retested for satisfactory fuel.

Awarded vendor shall have available delivery trucks for the specified fuel requested only which fuel will be delivered to Hidalgo County.

Compliance with all specifications is required. Detailed specifications are included.

Bidder shall also be available to provide **HIDALGO COUNTY** with **additional fuel tank(s), pumps and dikes as needed or required**. Bidder must deliver fuel ordered to these locations within 24 hours of the County's order. Tanks, pumps and/or installation of tanks, pumps and dikes will be **at no additional charge** to Hidalgo County.

Spill Containment/Dike area: Vendor is responsible for providing a spill containment/dike area for any new tank requested by Hidalgo County to be in compliance with OSHA under the OSHA Standards for general industry '1910.106(b)(2)(vi)(c).

Awarded Bidder must provide one (1) 1000 gallon Gasoline Tank,(2) Two 1000 gallon Gasoline fuel tank, (2) Two 2000 gallon Diesel fuel tanks, (4) four pumps and Spill Containment/Dike area for each new tank at the following locations.

DESIGNATED DEPARTMENT & ADDRESS	NO. OF TANKS	NO. OF PUMPS EACH
Hidalgo County Precinct No. 2 301 E. State- Pharr, Texas Phone: 956/787-1891	One (1) 1000 Gallon Gasoline Tank One (1) 1000 Gallon Diesel Tank	1
Hidalgo County Precinct No. 4 1102 N. Doolittle - Edinburg, Texas Phone No.: 956/383-3112	None	One (1) Gasoline Two (2) Diesel

Note: Any and all equipment will be honored by awarded vendor.

Bidder must provide a list of secured, contracted and operational fueling stations with bid submission. Hidalgo County reserves the right to confirm and verify fueling locations. Failure to submit will disqualify bid.

Bidder must also provide County and all of its departments the convenience and the ability to refuel gasoline or diesel, at a minimum of one (1) gasoline & diesel dispensing location open at least twelve (12) hours situated within cities listed below & one (1) gasoline dispensing location (in the Edinburg area) open at least 24 hours each day:

a) Edinburg, Texas
b) McAllen, Texas
c) Mission, Texas
d) Pharr, Texas
e) Weslaco, Texas

Bidder shall fully service HIDALGO COUNTY vehicles and personnel from all departments and/or branches of the County in the location listed at least twelve (12) hours each day. EDINBURG location shall be open twenty-four (24) hours each day.

Bidder shall deliver the fuel ordered within 24 hours of the County's order to County's existing tanks at the sites listed as follows:

DESIGNATED DEPARTMENT/ ADDRESS	NO. OF TANKS EACH
Hidalgo County Adult Detention Center (Motor Pool) 713 E. El Cibolo Road- Edinburg, Texas Phone No. 956/383-8114 X-6185	One (1) 20,000 Gallon Gasoline Tank One (1) 4,000 Gallon Diesel Tank
Hidalgo County Precinct no. 1- Adm./ Shop 1902 Joe Stephens- Weslaco, Texas Phone No. 956/968-8733	One (1) 1000 Gallon Gasoline Tank One (1) 2000 Gallon Diesel Tank One (1) 2000 Gallon Dyed Diesel Tank
Hidalgo County Precinct No. 2 300 West Hall Acres Suite G, Texas Phone No. 956/787/1891	One (1) 3000 Gallon Diesel Tank
Hidalgo County Precinct No. 3- Shop 724 N. Breyfogle Rd.- Mission, Texas Phone No. 956/585-4509	One (1) 1,000 Gallon Diesel Tank (Landfill) One (1) 200 Gallon Diesel(Anzaldua Park)
Hidalgo County Precinct No. 4- Adm./ Shop 1102 N. Doolittle Road- Edinburg, Texas Phone No.: 956/383-3112	Two (2) 4000 Gallon Diesel Tank Two (2) 1000 Gallon Diesel
Old Hidalgo County Sheriff's Department 3100 S. Highway 281 -Edinburg, Texas 78539 Phone No.: (956) 318-2649	One (1) 15,000 Gallon Diesel Tank One (1) 150 Gallon Diesel

Note: Any and all tanks will be honored by awarded vendor.

Bidder shall also deliver the fuel ordered within 24 hours of the County's order to County's existing generators at the sites listed as follows:

DESIGNATED DEPARTMENT/ADDRESS	NO. OF GENERATORS EACH
Hidalgo County Adult Detention Center 701 E. El Cibolo Road- Edinburg, Texas Phone No. 956/383-8114	Two (2) 2,400 Gallon Diesel Fuel Tanks
Hidalgo County Sheriff's Office 711 E. El Cibolo Road- Edinburg, Texas Phone No. 956/383-8114	One (1) 1,000 Gallon Diesel Fuel Tank One (1) 150 Gallon Diesel Fuel Tank
Hidalgo County Sheriff's Office (Academy) 715 E. El Cibolo Road- Edinburg, Texas Phone No. 956/383-8114	One (1) 600 Gallon Diesel Fuel Tank
Hidalgo County Court House 100 E. Closner- Edinburg Texas Phone No. 956/318-2646	One (1) 250 Gallon Diesel Fuel Tank One (1) 25 to 50 Gallon Natural Gas
Administration Building 2802 S. Bus. Hwy 281-Edinburg. Texas Phone No. 956/318-2646	Two (2) 265 Gallon Diesel Fuel Tank
Juvenile Detention Center 1001 North Doolittle- Edinburg Texas Phone No. 956/381-8600	One (1) 300 Gallon Diesel Fuel Tank
Hidalgo County - Precinct 3 (Motor Pool) 7 Mile Line & Iowa Rd- Mission Texas Phone: 956/585-4509	1-6,000 gallon – White Diesel 1-2,000 gallon-Red Diesel 1-2,000 gallon - Gasoline
Health and Human Service 1304 S. 25th Street- Edinburg Texas Phone:956/383-6221	Two (2) 400 Gallon Diesel Fuel Tank

Note: Any and all new Generators will be honored.
In the event discounts are to be granted for rapid payment, bidder is encouraged to express any such discount in its bid.

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.

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.

Allowable Review Periods: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any all and questions, inquiries, and clarifications regarding this bid be addressed to, Martha L. Salazar, Purchasing Agent, Hidalgo County Purchasing Department, Physical:2802 S. Bus. Hwy. 281 Postal/Mailing: 2812 S. Bus. Hwy. 281, Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN,** Wednesday, **March 09, 2011**, 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than, 5:00P.M.,Friday, **March 11, 2011**.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-11-00

THIS CONTRACT is made and entered into this_____ day of _____,2011by and between the County of Hidalgo, Texas ("County"), and _____("____").

WHEREAS, Company responded to request for bids for "**Gasoline-On-Off-Highway Diesel Fuel" (**the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Service to locations within Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the

Hidalgo County or his designated agent(s). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **_____, 2011** and ending **_ _____, 2012** and may be extended at the sole discretion of County for an additional two (2)-one (1) year period at the same rates, terms and conditions, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons

connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
1615 S. 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. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this____ day of_____, 2011.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo, Jr. County Clerk

COMPANY: _____

By:_____

Printed Name:_____

Title:_____

Approved by Commissioners Court on:

APPROVED AS TO FORM:
ATLAS & HALL, LLP

By:_____
Stephen L. Crain

EXHIBIT “A” SPECIFICATIONS

EXHIBIT “B” VENDOR’S BID

EXHIBIT “C” INSURANCE REQUIREMENTS

EXHIBIT “D”
CONFLICT OF INTEREST FORM
(CIQ)

VENDOR/BIDDER APPLICATION

DEBARMENT FORM

RFB PACKET

AI-25197 **11.C.**

Renewal: Pool-Title Report Services Contracts

CC CONSENT

Date:	02/14/2011
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting approval to exercise the option to renew the final year extension for the following contracts as stipulated and provided in the contract/specifications under the same rates, terms and conditions with:

C-09-032-02-24 South Texas Land Investigations
C-09-034A-02-24-Edwards Abstract And Title Co.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Expenditures for these services would need to be identified by user department for the processing of a requisition and purchase order. Possible object codes to use are 841, 339, 711, 712, 719 and 720, 733 depending on the type of project and services to be rendered.
Purchases are on an as needed basis.

Attachments

Link: Extension Letter and Contract-Edwards Abstract

Link: Extension Letter and Contract Documentation-South Texas Land Investigations

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/09/2011 02:04 PM	APRV
2	Budget & Management	Ivan Cantu	02/09/2011 02:50 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	02/09/2011 03:33 PM	APRV
4	Auditor's Office		02/11/2011 07:41 AM	NEW

Form Started By: Vangie Garcia Started On: 02/07/2011 09:51 AM

Final Approval Date: 02/11/2011

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

February 7, 2011

Edwards Abstract And Title, LTD.
Dba Edwards Abstract And Title Co.
Attn: Byron J. Lewis President
3111 W. Freddy Gonzalez Dr.
Edinburg, Texas 78539

Via: Certified Mail #7099-3220-0002-9745-6968
Email: byron.lewis@edwards-titleco.com

Re: Extension Of Original Service Contract No: C-09-032A-02-24
"Pool-Title Report Services-Hidalgo County"

Dear Mr. Lopez:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise its' option to extend its' final year as provided under the Contract for Hidalgo County. Extension will be at the same rates, terms and conditions.

This notice will be sent via certified mail as well as by email, please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court Special Meeting of Monday, February 14, 2011 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 11:00 a.m., Wednesday, February 9, 2011 or sooner, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: 2/7/11

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,

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

THE STATE OF TEXAS '

'

COUNTY OF HIDALGO '

PROFESSIONAL SERVICES CONTRACT
C-09-032-02-24-A

THIS AGREEMENT is made effective the 24th day of **February, 2009**, by and between the **County of Hidalgo, Texas** ("County") and **Edwards Abstract and Title, Ltd. (DBA) Edwards Abstract and Title Co.** ("Title Agent/Examiner").

W I T N E S S E T H:

WHEREAS, the County requires services for: **Title Report Services in connection to the Acquisition of Land and Disposition of County owned Property** located within **Hidalgo County** and

WHEREAS, the County of Hidalgo solicited Request for Proposals (RFP) for the development and establishment of a yearly pool for "Title Report Services", and

WHEREAS, from which "Title Report Services firm(s)/vendor" has been selected from the "Pool" of pre-qualified Title Report Services from response to the Request for Qualifications (RFP), and

WHEREAS, County has determined that the services of "Title Reports" are sometimes necessary to carry out the required report activities; and

WHEREAS, the County has selected the Title Agent/Examiner to provide title report services within the County of Hidalgo, Texas through its procured approved pool of Title Report Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Title Agent/Examiner do mutually agree as follows:

1. **Scope of Services.** Title Agent/Examiner agrees to provide to County the services shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Title Agent/Examiner". Title Agent/Examiner selected is to have adequate experience and a workload free from constraints to complete Title Reports within three (3) business days per parcel. **The Title Agent/Examiner will not begin work or incur costs until authorization of a Purchase Order (PO) in writing by the County for each work order.**

Further, in the event that it is demonstrated by Title Agent/Examiner that Hidalgo County has caused or delayed thus preventing the Title Agent/Examiner from meeting the specified agreed upon deadline to provided the title report(s) ordered, Title Examiner/Agent must advise in written notice to the Purchasing Department or requesting department(s) to authorize and to secure additional time to comply.

2. **Term.** This Contract becomes effective when fully executed by both parties and will terminate Two (2) Year from the date of execution with the County's option for an additional One (1) year extension based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "grace period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged.

3. **Compensation.** As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Title Agent/Examiner the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Title Examiner/Agent. The Title Agent/Examiner is authorized to submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the

current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Title Agent/Examiner agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Title Agent/Examiner shall be mailed to the address shown in numbered paragraph 21, hereof.

4. **Progress**. Upon acceptance of a work order, the Title Agent/Examiner shall undertake and complete the authorized work. The County or the Title Agent/Examiner can request conferences to be provided at the Title Agent/Examiner's office, the office of the County, or at other agreed upon locations.

5. **Inspection of Work.** The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Title Agent/Examiner, or a subcontractor, the Title Agent/Examiner shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

6. **Amendments.** If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Title Agent/Examiner unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the

contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Title Agent/Examiner, the County shall require the Title Agent/Examiner to correct the work at no cost to the County and without amendment to the contract. If the changes are made at the request of the County and are not due to errors of the Title Agent/Examiner, the County will reimburse the Title Agent/Examiner for the additional work at the same rate of pay established in Exhibit "B", "Basis for Payment". If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

7. **Reporting.** The Title Agent/Examiner shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

8. **Ownership of Documents.** Upon completion or termination of this contract, all documents prepared by the Title Agent/Examiner or furnished to the Title Agent/Examiner by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Title Agent/Examiner may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

9. **Independent Contractor.** Title Agent/Examiner must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws,

regulations, orders or ordinances applicable to the services provided by Title Agent/Examiner under this Contract. Notwithstanding the foregoing sentence, Title Agent/Examiner represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Title Agent/Examiner agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

10. **Voluntary Termination.** Title Agent/Examiner and County agree that 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 Contract with the thirty (30) days prior written notice to the other party.

11. **Insurance.** Title Agent/Examiner agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, ' 100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a Certificate of Insurance (Exhibit "C"), issued by the insurer that such insurance is in full force and effect.

12. **No Assignment.** Except as otherwise herein provided, Title Agent/Examiner, may not assign the obligations or rights under this contract to any person without the prior written consent of County.

13. **Termination Date.** Unless earlier terminated as herein provided, this Contract shall terminate upon completion of projects'.

14. **Conflict.** Nothing in this Contract 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 Contract 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 Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15. **Termination by County**. If Title Agent/Examiner fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Title Agent/Examiner fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Title Agent/Examiner.

16. **No Waiver**. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

17. **Entire Agreement**. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Title Agent/Examiner, and not otherwise.

18. **Venue.** 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.

19. **Hold Harmless.** In the event Title Agent/Examiner should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Title Agent/Examiner shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Title Agent/Examiner's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

20. **Attorney's Fees.** In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

If to County:

County of Hidalgo
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Title Agent/Examiner: Edwards Abstract and Title, Ltd.
(DBA) Edwards Abstract and Title Co.
Attn: Byron J. Lewis, President
3111 W. Freddy Gonzalez Drive
Edinburg, Texas 78539

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

22. **Execution of 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 Contract.

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

24. **Gender.** All pronouns used in this Contract 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

25. **Authority.** The execution and performance of this Contract by County and Title Agent/Examiner have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Title Agent/Examiner in accordance with its terms.

EXECUTED as of the day and year first written above.

APPROVED AS TO FORM:

By: _____
Antonio Mendoza
Asst. Criminal District Attorney

COUNTY OF HIDALGO, TEXAS

By: _____
Juan D. Salinas, III, County Judge

TITLE AGENT/EXAMINER:

NAME: Edwards Abstract and Title Co.

By: _____

Printed Name: Byron Jay Lewis

Title: President

APPROVED BY COMMISSIONERS COURT on: February 24, 2009.

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

EXHIBIT “A”

Services to be provided by Title Agent/Examiner

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR PROPOSALS (RFP) CHECKLIST

**"HIDALGO COUNTY –
TITLE REPORT SERVICES (POOL)"**

RFP NO: 2009-032-01-21-OTM

1. Request for Proposals Letter.
2. Request for Proposals, Legal Notice, consisting of 8 pages.
3. Exhibit A, Requirements, Scope of Services, Additional Specifications/Requirements consisting of 9 pages.
4. Exhibit B, Evaluation/Selection Criteria, consisting of 3 page.
5. Exhibit C, Insurance Requirements, consisting of 4 pages.
6. Exhibit D, CIQ Conflict Of Interest Questionnaire, consisting of 1 pages.
7. Exhibit E, Proposer's Affidavit, consisting of 1 page.
8. Proposer/Vendor Application and Historically Underutilized Business (HUB) Declaration, consisting of 2 pages.
9. IRS W-9 Form, consisting of 4 pages.
10. Certification Regarding Debarment, Suspension and Other Responsibility Matters, consisting of 1 page.
11. Draft Contract Document, consisting of 4 pages.

The above mentioned items shall be found in the Request for Proposals (RFP) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

January 05, 2009
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

January 05, 2009

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request For Proposals - **"HIDALGO COUNTY – TITLE REPORT SERVICES (POOL)"**

RFP NO: 2009-032-01-21-OTM

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/otm

Enclosures

RFP NO: 2009-032-01-21	BUYER: OLGA T. MONTERO	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

Hidalgo County
Edinburg, Texas

"POOL"-TITLE REPORT SERVICES

JANUARY 21, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

LEGAL NOTICE **RFP NO: 2009-032-01-21-otm**

1. Sealed proposals will be received for **"Hidalgo County – TITLE REPORT SERVICES (POOL)"**, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2009-032-01-21-otm-Hidalgo County – TITLE REPORT SERVIECS (POOL)"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, JANUARY 21, 2009.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFP NO: 2009-032-01-21-otm-"HIDALGO COUNTY – TITLE REPORT SERVICES (POOL)".

WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to olga.montero@co.hidalgo.tx.us. BY NO LATER THAN Wednesday, January 14, 2009 at 5:00 p.m. Responses will be sent to all applicants by Friday, January 16, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all proposals.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (If applicable)

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:
a) Name and address of successful proposer
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation – **"Hidalgo County – Title Report Services (Pool)"**
e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M.,	**JANUARY 21,**	**2009**
Project/Anticipated Award Date:	**_____,**	**2009**
Commence Work or Deliver Products	**_____,**	**2009**

18. ~~Bid or Performance Bond and~~ **Debarment Certification;** ~~Payment Under Contract:~~

. ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

. ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

. ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

. ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

. ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. Ethical Standards:

. ~~It shall be a breach of ethics to offer, give or agree to give any elected official,~~ department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest:

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be

filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or ustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

27. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

Request for Proposal

HIDALGO COUNTY -
"TITLE REPORT SERVICES (POOL)"
RFP NO: 2009-032-01-21-OTM

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer:_____

Address:_____

_____

_____

By:_____

Printed Name:_____

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY

REQUEST FOR PROPOSAL

TITLE REPORT SERVICES-"(POOL)"

(Including all Funding Sources, Programs and Entities)

RFP NO: 2009-032-01-21-otm

HIDALGO COUNTY
REQUEST FOR PROPOSAL
"TITLE REPORT SERVICES"(POOL)
RFP NO: 2009-032-01-21-otm

Overview:
The County of Hidalgo is seeking to engage services from firm(s) or vendor to provide "Title Report Services" on an "AS NEEDED BASIS". The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **"POOL"-TITLE REPORT SERVICES"** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, JANUARY 21, 2008. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP Number: 2009-032-001-21-OTM

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent	Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department	Hidalgo County Purchasing Department
Administration Building	Administration Building
2812 S. Business Hwy 281	2802 S. Business Hwy. 281
Edinburg, Texas 78539	Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent	Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department	Hidalgo County Purchasing Department
Administration Building	Administration Building
2812 S. Business Hwy 281	2802 S. Business Hwy. 281
Edinburg, Texas 78539	Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, JANUARY 14, 2009, at 5:00 P.M. at (956) 292-7612 or e-mail to olga.montero@co.hidalgo.tx.us . Responses will be sent to all applicants via facsimile by Friday, JANUARY 16, 2008. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

DURATION OF CONTRACT: The initial term of the contract shall be for **Two Year**, with the County's option for additional ***One Year*** extension based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged. Additional requirements to be included in the contract, stated under **Scope of Services** in ***Exhibit "A"***.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications **(if applicable)**.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S QUALIFICATIONS:

Hidalgo County is soliciting to contract with a proposer who is qualified, licensed and certified. The proposer will directly perform the required services are required to have any and all applicable licenses, permits, credentials, qualifications to perform necessary services. Must submit any and all applicable licenses, permits, credentials, qualifications with RFP. Photostat copies are acceptable

PERSONNEL AND STAFFING:

The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:

This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES

The County of Hidalgo is accepting Proposals from interested firms with the experience in providing "Title Report Services". The purpose of soliciting Proposals (RFP) is to develop a "pool" of pre qualified firms or vendors from which evaluated, ranked and negotiated engagements of Indefinite Delivery Indefinite Quantity (IDIQ) contracts will be executed for "Title Report Services".

I. FIRM QUALIFICATIONS

A. The firm or vendor selected is to have adequate experience and a workload free from constraints to complete Title Reports within three (3) business days per parcel.

B. The provider should have experience with: (1) State (i.e. Tx DOT), County and other governmental entities as well as private sector firms; and/or (2) Education and/or life experience equivalent in rendering such services.

C. Hidalgo County intends to negotiate and issue one or more Indefinite Delivery Indefinite Quantity Contracts (IDIQ).

D. All information and/or data contained within the completed "Title Report" must be obtained from a Title/Abstract office.

II. SCOPE OF SERVICES

Information to be included in each title report:

1. Name and address of owner of property with information on title vesting;
2. Lien holder with recording information;
3. Legal description of property;
4. Easement affecting property both specifically for the lot arid general covering entire subdivision;
5. Show any Federal *and/or* State Tax Liens
6. Provide copies of Deed, Liens, and Easements.
7. Provide copy of maps where information was retrieved (Highlighted & Specified)

III. RFQ Requirements

Each proposal must address, but may not be limited to, the following issues:

1. Firm Name
2. Name, position, phone and fax number of Point of Contact (POC).
3. Name of Principal/Owner and number of years in business.
4. State name of Title Company from whose records information will be obtained.
5. List three governmental projects with names, addresses and phone numbers of representatives who can be contacted for references.
6. Detail how your firm/company has the capability to deliver the services required on a timely basis.

IV. Evaluation Criteria

The following criteria will generally be used to evaluate Statements of Qualifications:

1. Capability to perform all the services required for the noted projects in a timely manner, namely to meet schedules and deadlines of a maximum of three (3) business (working) days per parcel.
2. Recent experience and familiarity with Hidalgo County and the Texas Department of Transportation requirements and procedures;
3. List of recent projects.
4. Professional integrity and competence.
5. Professional background.
6. Current workload.
7. Thoroughness of information provided.

V. Request for Services &Evaluation Process

A department requiring Title Report Services will review, evaluate & rank at least three Statements of Qualifications utilizing the evaluation criteria noted below.

Based on the committee's review and evaluation, a minimum of three (3) firms will be ranked for further consideration and may be required to submit supplemental information.

Negotiations will take place with the potential firms in the order of their ranked evaluation, for subsequent negotiations of fees & services with one or more firms on a rotational basis for the Indefinite Delivery Indefinite Quantity (IDIQ) Contract.

VI. **Involuntary Termination:** The approval of a vendor as prequalified to perform work for the County under this RFP shall be deemed to be terminated and the vendor removed from the qualified vendor list upon the occurrence of any of the following:

A. The death of the vendor, if an individual, or the primary professional member, if a firm or entity;
B. The suspension, revocation or cancellation of the vendor's right to practice his profession in the State of Texas;
C. The imposition of any restriction or limitations by any Governmental authority having jurisdiction over the vendor to such an extent that the vendor cannot engage in the professional practice for which vendor is pre-qualified;
D. The failure of the vendor to faithfully and diligently perform the usual and customary duties assigned or contracted to it from time to time;
E. The failure or refusal of the vendor to comply with the reasonable policies, standards and regulations of Hidalgo County which may from time to time be established; provided, however, that such policies, standards and regulations are not contrary to any law or regulatory directive; or
F. The conduct of the vendor in any unprofessional, unethical, or fraudulent manner; a finding of unprofessional or unethical conduct by any board, institution, organization or professional society having any privilege or right to pass upon the conduct of the vendor, or conduct of the vendor which discredits Hidalgo County.
G. A vendor submitting a deliverable product, i.e. title report, that results in delay or interruption of the acquisition process including the incurring of additional expense by the County will be grounds for termination of vendor's participation in the "Pool".

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, JANUARY 21, 2009.**

RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent	Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department	Hidalgo County Purchasing Department
Administration Building	Administration Building
2812 S. Business Hwy 281	2802 S. Business Hwy. 281
Edinburg, Texas 78539	Edinburg, Texas 78539

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

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.

SECTION III – SELECTION/EVALUATION/RANKING

A. SELECTION/EVALUATION/RANKING PROCESS:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1.	**Responsiveness:**	**Total Points Possible:**	**30 points**
	a. Thoroughness of Requested Information		(10 Points)
	b. Understanding of Project		(10 Points)
	c. List of References provided		(10 Points)
2.	**Firm Capabilities:**	**Total Points Possible:**	**40 points**
	a. Quality and Accuracy of work performed		(10 points)
	b. Experience with similar projects		(10 points)
	c. Capability to meet schedules and deadlines		(10 points)
	d. Current workload and ability to commence various requested projects simultaneously		(10 points)

3. **Cost Fees** In considering the proposals, the Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to price per parcel and/or services price per day/hour.

30 points
Total 100 Points

B. RANKING OF PROPOSALS:

Hidalgo County will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County will make a recommendation to Hidalgo County Commissioners Court for approval of rank and/or award of proposal.

C. NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Emphasis will be placed on capability to perform within the program as well as meeting the needs of Hidalgo County. Accuracy and completeness are essential. If negotiations proved unsuccessful, the next highest ranked proposer will be contacted. Hidalgo County reserves the right to reject any and all RFPs.

EXHIBIT B

SELECTION CRITERIA

REQUEST FOR PROPOSALS

HIDALGO COUNTY
"TITLE REPORT SERVICES (POOL)"
(Including all Funding Sources, Programs and Entities)

RFP NO: 2009-032-01-21-OTM

HIDALGO COUNTY
"TITLE REPORT SERVICES"
RFP NO: 2009-032-01-21 -OTM

EVALUATION CRITERIA

The evaluation criteria will include, but not be limited to, the items listed below:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1.	**Responsiveness:** Thoroughness of requested information **Comments/Rationale for Points:**	**10 points**
2.	**Understanding of Project**	**10 points**
3.	**List of references provided**	**10 points**
4.	**Quality and Accuracy of work performed**	**10 points**
5.	**Experience with similar projects**	**10 points**
6.	**Capability to meet schedules and deadlines**	**10 points**
7.	**Current workload and ability to commence various requested projects simultaneously**	**10 points**

8. **Cost Fees.** In considering the proposals, the Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to price per parcel and services price per day/hour. **30 points**

TOTAL POINTS 100

HIDALGO COUNTY
"TITLE REPORT SERVICES"
RFP NO: 2009-032-01-21-OTM

RFP EVALUATION FORM

	Selection Criteria	Range	Point Score
1.	**Responsiveness:** Thoroughness of requested information	**10 points**	_____
	Comments/Rationale for Points:_____		
2.	**Understanding of Project**	**10 points**	_____
	Comments/Rationale for Points:_____		
3.	**List of references provided**	**10 points**	_____
	Comments/Rationale for Points:_____		
4.	**Quality and Accuracy of work performed**	**10 points**	_____
	Comments/Rationale for Points:_____		
5.	**Experience with similar projects**	**10 points**	_____
	Comments/Rationale for Points:_____		
6.	**Capability to meet schedules and deadlines**	**10 points**	_____
	Comments/Rationale for Points:_____		
7.	**Current workload and ability to commence various requested projects simultaneously**	**10 points**	_____
	Comments/Rationale for Points:_____		
8.	**Cost Fees.**	**30 points**	_____
	Comments/Rationale for Points:_____		
	Total	100%	**Score** _____

Provider:_____
Evaluator: _____ Date:_____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

DATE (MM/DD/YY)

ACORD

CERTIFICATE OF INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

COVERAGES

		POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	
	GENERAL LIABILITY			
	AUTOMOBILE LIABILITY			
	GARAGE LIABILITY			
	EXCESS LIABILITY			
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY			
	OTHER			

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 2008.

_____

Notary Public

My commission expires:_____, 2008.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address : Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: Disadvantaged Business (At Least 51% Ownership)

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American

- ☐ Native American
- ☐ Women
- ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

REQUIREMENTS AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into effective as of _____by and between _____, ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County "[**TITLE REPORT SERVICES**]", as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products and Warranty") for a period of two (2) year with the County's option to renew one (1) additional year based on the prior year's performance evaluation 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 proposal 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 **"TITLE REPORT SERVICES"** in the areas of **HIDALGO COUNTY** projects for a period of one year with the County's option to renew for one (1) additional year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by contractor to the location(s) in Hidalgo County specified by Buyer in its Purchase Order.

3. Contractor 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 and Seller agree that either party 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, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller:

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

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

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

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

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

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

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

l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON, _____, 2009.

HIDALGO COUNTY

_____
Juan D. Salinas, III, County Judge

Date:_____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Date:_____

Company: _____

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P

By: Date:_____

_____
Stephen L. Crain

EXHIBIT "B"

Fee Schedule

6. **Capability to Perform all Services Required**:

a. Days between Order and Title Report.
Lot and block – 1-3 days
Acreage - 3-5 days

b. Charges for Title Reports.
Edwards Abstract and Title Co. charges the following fees for title reports:
$350.00 for lot and block
$450 for acreage

c. Staff assigned to County's work.
Edwards Abstract and Title Co. will make available the necessary staff including plant professionals and others to perform the County's requests for title reports.

d. Other Services.
Edwards Abstract and Title Co. offers services such as environmental run sheets, nothing further certificates and lien checks.

Description:	***Cost:***
Environmental Run Sheets	$250.00 (subject to change)
Nothing Further Certificates	$200.00
Lien Search	$ 75.00 per name on account

DATE: January 20, 2009

EDWARDS ABSTRACT AND TITLE CO.

BY: _____
BYRON RAY LEWIS, President

EXHIBIT "C"

Insurance Requirements

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/05/2010

PRODUCER (956)686-8323 FAX (956)686-0241
Bert Whisenant Insurance
816 East Hackberry Avenue
McAllen, TX 78501
Rosalinda Solis

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 Edwards Abstract and Title, Ltd Partnership
DBA: Edwards Abstract and Title Co.
3111 W Freddy Gonzalez Dr
Edinburg, TX 78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American Hallmark	
INSURER B: National Interstate (Quirk & Co)	
INSURER C: Columbia	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	44CL448860-03	03/20/2010	03/20/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	SCA0003565-02	01/01/2010	01/01/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCA9026492-10	01/01/2010	01/01/2011	WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B		OTHER Automobile Liability Uninsured/ Underinsured Motorist	SCA0003565-02	01/01/2010	01/01/2011	$500,000	

RECEIVED
APR 15 2010
By C 2:36m

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Certificate holder is listed as Additional Insured on both the General Liability and Business Auto policies.

CERTIFICATE HOLDER

Hidalgo County
ATTN: Purchasing Dept.
2812 S. Highway 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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
B. R. Whisenant, Jr/ROS
B.R. Whisenant, Jr.

©ACORD CORPORATION 1988

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

February 7, 2011

South Texas Land Investigations
Attn: Jorge A. Lopez
315 East McIntyre Street
Edinburg, Texas 78541

Via: Certified Mail #7099-3220-0002-9745-6951
Email: george@landtitleusa.com

Re: Extension Of Original Service Contract No: C-09-032-02-24
"Pool-Title Report Services-Hidalgo County"

Dear Mr. Lopez:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise its' option to extend its' final year as provided under the Contract for Hidalgo County. Extension will be at the same rates, terms and conditions.

This notice will be sent via certified mail as well as by email, please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court Special Meeting of **Monday, February 14, 2011** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **11:00 a.m., Wednesday, February 9, 2011 or sooner,** via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: Jorge A. Lopez Date: Feb. 7, 2011

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal,

Statement of Qualification). I believe that your insurance is expired and needs to be submitted along with this request for compliance purposes.

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,

Vangie Y. Garcia

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

THE STATE OF TEXAS '

'

COUNTY OF HIDALGO '

PROFESSIONAL SERVICES CONTRACT
C-09-032-02-24

THIS AGREEMENT is made effective the 24th day of **February, 2009**, by and between the **County of Hidalgo, Texas** ("County") and **Jorge A. Lopez (DBA) South Texas Land Investigations** ("Title Agent/Examiner").

W I T N E S S E T H:

WHEREAS, the County requires services for: **Title Report Services in connection to the Acquisition of Land and Disposition of County owned Property** located within **Hidalgo County** and

WHEREAS, the County of Hidalgo solicited Request for Proposals (RFP) for the development and establishment of a yearly pool for "Title Report Services", and

WHEREAS, from which "Title Report Services firm(s)/vendor" has been selected from the "Pool" of pre-qualified Title Report Services from response to the Request for Qualifications (RFP), and

WHEREAS, County has determined that the services of "Title Reports" are sometimes necessary to carry out the required report activities; and

WHEREAS, the County has selected the Title Agent/Examiner to provide title report services within the County of Hidalgo, Texas through its procured approved pool of Title Report Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Title Agent/Examiner do mutually agree as follows:

1. **Scope of Services.** Title Agent/Examiner agrees to provide to County the services shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Title Agent/Examiner". Title Agent/Examiner selected is to have adequate experience and a workload free from constraints to complete Title Reports within three (3) business days per parcel. **The Title Agent/Examiner will not begin work or incur costs until authorization of a Purchase Order (PO) in writing by the County for each work order.**

Further, in the event that it is demonstrated by Title Agent/Examiner that Hidalgo County has caused or delayed thus preventing the Title Agent/Examiner from meeting the specified agreed upon deadline to provided the title report(s) ordered, Title Examiner/Agent must advise in written notice to the Purchasing Department or requesting department(s) to authorize and to secure additional time to comply.

2. **Term.** This Contract becomes effective when fully executed by both parties and will terminate Two (2) Year from the date of execution with the County's option for an additional One (1) year extension based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "grace period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged.

3. **Compensation.** As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Title Agent/Examiner the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Title Examiner/Agent. The Title Agent/Examiner is authorized to submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the

current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Title Agent/Examiner agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Title Agent/Examiner shall be mailed to the address shown in numbered paragraph 21, hereof.

4. **Progress.** Upon acceptance of a work order, the Title Agent/Examiner shall undertake and complete the authorized work. The County or the Title Agent/Examiner can request conferences to be provided at the Title Agent/Examiner's office, the office of the County, or at other agreed upon locations.

5. **Inspection of Work.** The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Title Agent/Examiner, or a subcontractor, the Title Agent/Examiner shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

6. **Amendments.** If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Title Agent/Examiner unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the

contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Title Agent/Examiner, the County shall require the Title Agent/Examiner to correct the work at no cost to the County and without amendment to the contract. If the changes are made at the request of the County and are not due to errors of the Title Agent/Examiner, the County will reimburse the Title Agent/Examiner for the additional work at the same rate of pay established in Exhibit "B", "Basis for Payment". If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

7. **Reporting.** The Title Agent/Examiner shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

8. **Ownership of Documents.** Upon completion or termination of this contract, all documents prepared by the Title Agent/Examiner or furnished to the Title Agent/Examiner by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Title Agent/Examiner may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

9. **Independent Contractor.** Title Agent/Examiner must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws,

regulations, orders or ordinances applicable to the services provided by Title Agent/Examiner under this Contract. Notwithstanding the foregoing sentence, Title Agent/Examiner represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Title Agent/Examiner agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

10. **Voluntary Termination.** Title Agent/Examiner and County agree that 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 Contract with the thirty (30) days prior written notice to the other party.

11. **Insurance.** Title Agent/Examiner agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, ' 100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a Certificate of Insurance (Exhibit "C"), issued by the insurer that such insurance is in full force and effect.

12. **No Assignment.** Except as otherwise herein provided, Title Agent/Examiner, may not assign the obligations or rights under this contract to any person without the prior written consent of County.

13. **Termination Date.** Unless earlier terminated as herein provided, this Contract shall terminate upon completion of projects'.

14. **Conflict.** Nothing in this Contract 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 Contract 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 Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15. **Termination by County.** If Title Agent/Examiner fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Title Agent/Examiner fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Title Agent/Examiner.

16. **No Waiver.** No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

17. **Entire Agreement.** This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Title Agent/Examiner, and not otherwise.

18. **Venue.** 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.

19. **Hold Harmless.** In the event Title Agent/Examiner should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Title Agent/Examiner shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Title Agent/Examiner's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

20. **Attorney's Fees.** In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

If to County:	County of Hidalgo Attention: County Judge 100 E. Cano, 2nd Floor Edinburg, Texas 78539
If to Title Agent/Examiner:	South Texas Land Investigations Attn: Jorge A. Lopez 315 E. McIntyre St. Edinburg, Texas 78541

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.

22. **Execution of 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 Contract.

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

24. **Gender.** All pronouns used in this Contract 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

25. **Authority.** The execution and performance of this Contract by County and Title Agent/Examiner have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Title Agent/Examiner in accordance with its terms.

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS COURT ON 02/24/09.

APPROVED AS TO FORM:

By: _____
Antonio Mendoza
Asst. Criminal District Attorney

COUNTY OF HIDALGO, TEXAS

By: _____
Juan D. Salinas, III, County Judge

TITLE AGENT/EXAMINER:

NAME: South Texas Land Investigations

By: _____

Printed Name: JORGE A. LOPEZ

Title: Owner.

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

EXHIBIT "A"

Services to be provided by Title Agent/Examiner

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR PROPOSALS (RFP) CHECKLIST

**"HIDALGO COUNTY –
TITLE REPORT SERVICES (POOL)"**

RFP NO: 2009-032-01-21-OTM

1. Request for Proposals Letter.
2. Request for Proposals, Legal Notice, consisting of 8 pages.
3. Exhibit A, Requirements, Scope of Services, Additional Specifications/Requirements consisting of 9 pages.
4. Exhibit B, Evaluation/Selection Criteria, consisting of 3 page.
5. Exhibit C, Insurance Requirements, consisting of 4 pages.
6. Exhibit D, CIQ Conflict Of Interest Questionnaire, consisting of 1 pages.
7. Exhibit E, Proposer's Affidavit, consisting of 1 page.
8. Proposer/Vendor Application and Historically Underutilized Business (HUB) Declaration, consisting of 2 pages.
9. IRS W-9 Form, consisting of 4 pages.
10. Certification Regarding Debarment, Suspension and Other Responsibility Matters, consisting of 1 page.
11. Draft Contract Document, consisting of 4 pages.

The above mentioned items shall be found in the Request for Proposals (RFP) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

January 05, 2009
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

January 05, 2009

Re: **HIDALGO COUNTY**
Request For Proposals - **"HIDALGO COUNTY – TITLE REPORT SERVICES (POOL)"**

RFP NO: 2009-032-01-21-OTM

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/otm

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

RFP NO: 2009-032-01-21	BUYER: OLGA T. MONTERO	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

Hidalgo County
Edinburg, Texas

"POOL"-TITLE REPORT SERVICES

JANUARY 21, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

LEGAL NOTICE **RFP NO: 2009-032-01-21-otm**

1. Sealed proposals will be received for **"Hidalgo County – TITLE REPORT SERVICES (POOL)"**, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2009-032-01-21-otm-Hidalgo County – TITLE REPORT SERVIECS (POOL)"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, JANUARY 21, 2009.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFP NO: 2009-032-01-21-otm-"HIDALGO COUNTY – TITLE REPORT SERVICES (POOL)".

WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to olga.montero@co.hidalgo.tx.us. BY NO LATER THAN Wednesday, January 14, 2009 at 5:00 p.m. Responses will be sent to all applicants by Friday, January 16, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all proposals.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (If applicable)
    - No deliveries accepted after 3:00 P.M., Monday-Friday.
    - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:
a) Name and address of successful proposer
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation – "**Hidalgo County – Title Report Services (Pool)"**
e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M.,	**JANUARY 21, 2009**
Project/Anticipated Award Date:	**_____, 2009**
Commence Work or Deliver Products	**_____, 2009**

18. ~~Bid or Performance Bond and~~ **Debarment Certification**~~; Payment Under Contract:~~

. ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. Ethical Standards:

- ~~It shall be a breach of ethics to offer, give or agree to give any elected official,~~ department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest:

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be

filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or ustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

27. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

Request for Proposal

HIDALGO COUNTY –
"TITLE REPORT SERVICES (POOL)"
RFP NO: 2009-032-01-21-OTM

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer:_____

Address:_____

_____

_____

By:_____

Printed Name:_____

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY

REQUEST FOR PROPOSAL

TITLE REPORT SERVICES-"(POOL)"

(Including all Funding Sources, Programs and Entities)

RFP NO: 2009-032-01-21-otm

HIDALGO COUNTY
REQUEST FOR PROPOSAL
"TITLE REPORT SERVICES"(POOL)
RFP NO: 2009-032-01-21-otm

Overview:
The County of Hidalgo is seeking to engage services from firm(s) or vendor to provide "Title Report Services" on an "AS NEEDED BASIS". The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **"POOL"-TITLE REPORT SERVICES"** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, JANUARY 21, 2008. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP Number: 2009-032-001-21-OTM

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, JANUARY 14, 2009, at 5:00 P.M. at (956) 292-7612 or e-mail to olga.montero@co.hidalgo.tx.us . Responses will be sent to all applicants via facsimile by Friday, JANUARY 16, 2008. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

DURATION OF CONTRACT: The initial term of the contract shall be for **Two Year**, with the County's option for additional ***One Year*** extension based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged. Additional requirements to be included in the contract, stated under **Scope of Services** in ***Exhibit "A"***.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications **(if applicable)**.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S QUALIFICATIONS:

Hidalgo County is soliciting to contract with a proposer who is qualified, licensed and certified. The proposer will directly perform the required services are required to have any and all applicable licenses, permits, credentials, qualifications to perform necessary services. Must submit any and all applicable licenses, permits, credentials, qualifications with RFP. Photostat copies are acceptable

PERSONNEL AND STAFFING:

The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:

This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES

The County of Hidalgo is accepting Proposals from interested firms with the experience in providing "Title Report Services". The purpose of soliciting Proposals (RFP) is to develop a "pool" of pre qualified firms or vendors from which evaluated, ranked and negotiated engagements of Indefinite Delivery Indefinite Quantity (IDIQ) contracts will be executed for "Title Report Services".

I. FIRM QUALIFICATIONS

A. The firm or vendor selected is to have adequate experience and a workload free from constraints to complete Title Reports within three (3) business days per parcel.

B. The provider should have experience with: (1) State (i.e. Tx DOT), County and other governmental entities as well as private sector firms; and/or (2) Education and/or life experience equivalent in rendering such services.

C. Hidalgo County intends to negotiate and issue one or more Indefinite Delivery Indefinite Quantity Contracts (IDIQ).

D. All information and/or data contained within the completed "Title Report" must be obtained from a Title/Abstract office.

II. SCOPE OF SERVICES

Information to be included in each title report:

1. Name and address of owner of property with information on title vesting;
2. Lien holder with recording information;
3. Legal description of property;
4. Easement affecting property both specifically for the lot arid general covering entire subdivision;
5. Show any Federal *and/or* State Tax Liens
6. Provide copies of Deed, Liens, and Easements.
7. Provide copy of maps where information was retrieved (Highlighted & Specified)

III. RFQ Requirements

Each proposal must address, but may not be limited to, the following issues:

1. Firm Name
2. Name, position, phone and fax number of Point of Contact (POC).
3. Name of Principal/Owner and number of years in business.
4. State name of Title Company from whose records information will be obtained.
5. List three governmental projects with names, addresses and phone numbers of representatives who can be contacted for references.
6. Detail how your firm/company has the capability to deliver the services required on a timely basis.

IV. Evaluation Criteria

The following criteria will generally be used to evaluate Statements of Qualifications:

1. Capability to perform all the services required for the noted projects in a timely manner, namely to meet schedules and deadlines of a maximum of three (3) business (working) days per parcel.
2. Recent experience and familiarity with Hidalgo County and the Texas Department of Transportation requirements and procedures;
3. List of recent projects.
4. Professional integrity and competence.
5. Professional background.
6. Current workload.
7. Thoroughness of information provided.

V. Request for Services &Evaluation Process

A department requiring Title Report Services will review, evaluate & rank at least three Statements of Qualifications utilizing the evaluation criteria noted below.

Based on the committee's review and evaluation, a minimum of three (3) firms will be ranked for further consideration and may be required to submit supplemental information.

Negotiations will take place with the potential firms in the order of their ranked evaluation, for subsequent negotiations of fees & services with one or more firms on a rotational basis for the Indefinite Delivery Indefinite Quantity (IDIQ) Contract.

VI. **Involuntary Termination:** The approval of a vendor as prequalified to perform work for the County under this RFP shall be deemed to be terminated and the vendor removed from the qualified vendor list upon the occurrence of any of the following:

A. The death of the vendor, if an individual, or the primary professional member, if a firm or entity;
B. The suspension, revocation or cancellation of the vendor's right to practice his profession in the State of Texas;
C. The imposition of any restriction or limitations by any Governmental authority having jurisdiction over the vendor to such an extent that the vendor cannot engage in the professional practice for which vendor is pre-qualified;
D. The failure of the vendor to faithfully and diligently perform the usual and customary duties assigned or contracted to it from time to time;
E. The failure or refusal of the vendor to comply with the reasonable policies, standards and regulations of Hidalgo County which may from time to time be established; provided, however, that such policies, standards and regulations are not contrary to any law or regulatory directive; or
F. The conduct of the vendor in any unprofessional, unethical, or fraudulent manner; a finding of unprofessional or unethical conduct by any board, institution, organization or professional society having any privilege or right to pass upon the conduct of the vendor, or conduct of the vendor which discredits Hidalgo County.
G. A vendor submitting a deliverable product, i.e. title report, that results in delay or interruption of the acquisition process including the incurring of additional expense by the County will be grounds for termination of vendor's participation in the "Pool".

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, JANUARY 21, 2009.**

RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

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.

SECTION III – SELECTION/EVALUATION/RANKING

A. SELECTION/EVALUATION/RANKING PROCESS:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1. **Responsiveness:** **Total Points Possible:** **30 points**

   a. Thoroughness of Requested Information (10 Points)
   b. Understanding of Project (10 Points)
   c. List of References provided (10 Points)

2. **Firm Capabilities:** **Total Points Possible:** **40 points**

   a. Quality and Accuracy of work performed (10 points)
   b. Experience with similar projects (10 points)
   c. Capability to meet schedules and deadlines (10 points)
   d. Current workload and ability to commence various requested projects simultaneously (10 points)

3. **Cost Fees** In considering the proposals, the Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to price per parcel and/or services price per day/hour.

   30 points
   Total 100 Points

B. RANKING OF PROPOSALS:

Hidalgo County will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County will make a recommendation to Hidalgo County Commissioners Court for approval of rank and/or award of proposal.

C. NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Emphasis will be placed on capability to perform within the program as well as meeting the needs of Hidalgo County. Accuracy and completeness are essential. If negotiations proved unsuccessful, the next highest ranked proposer will be contacted. Hidalgo County reserves the right to reject any and all RFPs.

EXHIBIT B

SELECTION CRITERIA

REQUEST FOR PROPOSALS

HIDALGO COUNTY
"TITLE REPORT SERVICES (POOL)"
(Including all Funding Sources, Programs and Entities)

RFP NO: 2009-032-01-21-OTM

HIDALGO COUNTY
"TITLE REPORT SERVICES"
RFP NO: 2009-032-01-21 -OTM

EVALUATION CRITERIA

The evaluation criteria will include, but not be limited to, the items listed below:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1.	**Responsiveness:** Thoroughness of requested information **Comments/Rationale for Points:**	**10 points**
2.	**Understanding of Project**	**10 points**
3.	**List of references provided**	**10 points**
4.	**Quality and Accuracy of work performed**	**10 points**
5.	**Experience with similar projects**	**10 points**
6.	**Capability to meet schedules and deadlines**	**10 points**
7.	**Current workload and ability to commence various requested projects simultaneously**	**10 points**

8. **Cost Fees.** In considering the proposals, the Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to price per parcel and services price per day/hour. **30 points**

TOTAL POINTS 100

HIDALGO COUNTY
"TITLE REPORT SERVICES"
RFP NO: 2009-032-01-21-OTM

RFP EVALUATION FORM

	Selection Criteria	Range	Point Score
1.	**Responsiveness:** Thoroughness of requested information	**10 points**	_____
	Comments/Rationale for Points:_____		
2.	**Understanding of Project**	**10 points**	_____
	Comments/Rationale for Points:_____		
3.	**List of references provided**	**10 points**	_____
	Comments/Rationale for Points:_____		
4.	**Quality and Accuracy of work performed**	**10 points**	_____
	Comments/Rationale for Points:_____		
5.	**Experience with similar projects**	**10 points**	_____
	Comments/Rationale for Points:_____		
6.	**Capability to meet schedules and deadlines**	**10 points**	_____
	Comments/Rationale for Points:_____		
7.	**Current workload and ability to commence various requested projects simultaneously**	**10 points**	_____
	Comments/Rationale for Points:_____		
8.	**Cost Fees.**	**30 points**	_____
	Comments/Rationale for Points:_____		
	Total	100%	**Score** _____

Provider:_____
Evaluator: _____ Date:_____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

COVERAGES

GENERAL LIABILITY

AUTOMOBILE LIABILITY

GARAGE LIABILITY

EXCESS LIABILITY

WORKERS COMPENSATION AND EMPLOYERS LIABILITY

OTHER

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

❒ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

❒ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

❒ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	OFFICE USE ONLY Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 05/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 2008.

_____

Notary Public

My commission expires:_____, 2008.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address : Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

- ❒ Less than 125,000 annual gross receipt
- ❒ Less than 250,000 annual gross receipt
- ❒ Less than 499,000 annual gross receipt
- ❒ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- ❒ Black American
- ❒ Hispanic American
- ❒ Asian Pacific American
- ❒ Native American
- ❒ Women
- ❒ Other

Have you been certified as a HUB or an MBE/WBE source?: ❒ Yes ❒ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ❒ Yes ❒ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ❒ Yes ❒ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services ~~(Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto.~~ The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

Employer identification number
___ ___ - ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

REQUIREMENTS AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into effective as of _____by and between _____, ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"[TITLE REPORT SERVICES]"**, as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products and Warranty") for a period of two (2) year with the County's option to renew one (1) additional year based on the prior year's performance evaluation 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 proposal 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 **"TITLE REPORT SERVICES"** in the areas of **HIDALGO COUNTY** projects for a period of one year with the County's option to renew for one (1) additional year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by contractor to the location(s) in Hidalgo County specified by Buyer in its Purchase Order.

3. Contractor 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 and Seller agree that either party 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, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller:

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

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

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

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

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

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON, _____, 2009.

HIDALGO COUNTY

_____
Juan D. Salinas, III, County Judge

Date:_____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Date:_____

Company: _____

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P

By: Date:_____

_____
Stephen L. Crain

EXHIBIT "B"

Fee Schedule

SOUTH TEXAS LAND INVESTIGATIONS

315 EAST McINTYRE STREET
EDINBURG, TEXAS 78541
PHONE (956) 383-1657
FAX (956) 380-1497
E-MAIL: george@landtitleusa.com

I. FIRM QUALIFICATIONS

A. **SOUTH TEXAS LAND INVESTIGATIONS** has adequate experience and a workload free from constraints to complete Title Reports with three (3) business days per parcel.

B. **SOUTH TEXAS LAND INVESTIGATIONS** has adequate experience (i.e. TxDOT), County another governmental entities as well as private sector firms.

C. **SOUTH TEXAS LAND INVESTIGATIONS** is in the position to enter into and negotiate with **HIDALGO COUNTY** into an Indefinite Delivery Indefinite Quantity Contracts (ID I Q)

D. **SOUTH TEXAS LAND INVESTIGATIONS** will provide **"Title Reports"** based on information obtained from **LandTitleUSA**, formerly, **HIDALGO COUNTY ABSTRACT & TITLE COMPANY INC.**

II. SCOPE OF SERVICES

SOUTH TEXAS LAND INVESTIGATIONS is in the position to provide **"Title Reports"** containing all of items (1 through 7), as reflected on Section II RFQ Requirements, item II. At **$450.00 each parcel,** and **Updated Title Reports @ $350.00 each.**

III. RFQ Requirements

SOUTH TEXAS LAND INVESTIGATIONS
Jorge A. López, Title Examiner. **34 years** experience in the Title Business
Phone No. (956) 383-1657

SOUTH TEXAS LAND INVESTIGATIONS will provide **"Title Reports"** based on information obtained from **LandTitleUSA**, formerly, **HIDALGO COUNTY ABSTRACT & TITLE COMPANY,** at a price of $450.00 each parcel, and Updated Title Reports @ $350.00 each.

REFERENCES:

Mr. José N. Peña, R-O-W Director
HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Ms. Vona Walker, Right of Way acquisition coordinator
CITY OF McALLEN.

Additional references may be provided if requested.

EXHIBIT "C"

Insurance Requirements

HCC Specialty Insurance Company

ADMINISTRATIVE OFFICES: 13403 NORTHWEST FREEWAY, HOUSTON, TEXAS 77040

DECLARATIONS
PROFESSIONAL LIABILITY ERRORS & OMISSIONS INSURANCE
THIS IS A CLAIMS MADE AND REPORTED POLICY

Broker: 1040
B & W INSURANCE GROUP LP A
DIVISION of BURNS & WILCOX, LTD.

Policy Number: S710-10768
Renewal of: S709-10121

Item 1. Named Insured: South Texas Land Investigations

Item 2. Address: 315 East Mcintyre Street
Edinburg, TX 78541

Item 3. Named Insured's Profession: See Endorsement MPL32

Item 4. Limit of Liability: $ 1,000,000 Each Claim including Claim Expenses
$ 1,000,000 Total Policy Limit of Liability for all Claims (including Claim Expenses)

Item 5. Deductible: $ 2,500.00 Each Claim including Claim Expenses

Item 6. Notice of Claim to: Director of Claims
37 Radio Circle Drive, Mt. Kisco, New York 10549

Item 7. Policy Period: Inception Date: 03/04/2010 Expiration Date: 03/04/2011
12:01 A.M. Standard Time at the address of the Named Insured herein.

Item 8. Retroactive Date: 03/04/2009

Item 9. Date of Application: 03/02/2010

Item 10. Premium: $ 2,250.00

Administrative/ Inspection Fee: $ 50.00

+STATE TAX $111.56 + STAMP FEE $1.38=TOTAL ADVNACE $2,412.94

Item 11. Extension Period: 12 MONTHS

Item 12. Extension Percentage: 125 %

Attachments:

MPL32	Named Insured's Professional Services Endorsement
MPL46	Nuclear Incident Exclusion Clause- Liability- Direct (broad)
MPL109TX	Service of Suit for Texas
MPL127	Organic Growths Exclusionary Endorsement
MPL41	Libel and Slander Endorsement
MPL21	Title Abstractors Endorsement
MPL231	Plaintiffs Fees Award Exclusionary Endorsement

HCC Specialty Insurance Company

ADMINISTRATIVE OFFICES: 13403 NORTHWEST FREEWAY, HOUSTON, TEXAS 77040

DECLARATIONS
PROFESSIONAL LIABILITY ERRORS & OMISSIONS INSURANCE
THIS IS A CLAIMS MADE AND REPORTED POLICY

Dated: 02/04/2010 by _____
Authorized Representative

AI-25276 **11.D.**

Renovations to Old Administration Building -Elevator Modernization -Request for Payment from ThyssenKrupp Elevator

CC CONSENT

Date:	02/14/2011
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Acceptance and approval of request for payment for the following Invoices submitted by ThyssenKrupp Elevator Corporation in the amounts requested in connection to the "Modernization of Elevators at the Old Administration Building" after audit and processing procedures completed with authority for County Treasurer to issue payment/check.

Invoice No.	Amount
0903701	$35,329.50
0903820	$11,776.50 (final payment)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1336-419-40-220-043-0-452

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

BUDGETARY IMPACT:

Available funds as of 2/10/11 (PO # 631030).

Attachments

Link: Inv 0903701 -TKE

Link: Inv 0903820 -TKE

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/10/2011 12:02 PM	APRV
2	Budget & Management	Erika Zamora	02/10/2011 01:14 PM	APRV
3	Olga Garza	Olga Garza	02/10/2011 04:28 PM	APRV
4	Auditor's Office		02/11/2011 07:41 AM	NEW

Form Started By: Moises Salazar Started On: 02/10/2011 10:23 AM

Final Approval Date: 02/11/2011

THYSSENKRUPP ELEVATOR

0903701

REMIT TO: THYSSENKRUPP ELEVATOR CORPORATION
2801 NETWORK BLVD., SUITE 700
FRISCO, TEXAS 75034

SOLD TO: HIDALGO CNTY PURCHASING DEP
2802 S BUSINESS HWY 281
EDINBURG TX 78539-0000

CUSTOMER NO: 8181365

INVOICE DATE: 10/18/2010
INVOICE NO: 0903701

JOB NUMBER: 077FAJ791
CODES: 48 108 100 00 04

CONTRACT#:
SUB-CONT#:
CUST PO#: 631030
CONTRACTOR JOB#:

RE: HIDALGO CNTY OLD ADM
EDINBURG TX
HIDALGO COUNTY

TO: INVOICE FOR ELEVATOR WORK

CONTRACT PRICE	376,855.00
VALUE OF MATERIAL AND/OR LABOR FURNISHED TO DATE	365,078.50
	365,078.50
	365,078.50
LESS PREVIOUS BILLINGS	329,749.00
NET AMOUNT DUE AND PAYABLE	35,329.50

GOOD SERVICES RECEIVED BY
Old Ath Blvd
INVOICE RECEIVED BY
Ana ON 10/31/11

1-1336-202-000-001-0-000
~~1-1336-419-40-240-043-0-452~~
35,329.50
PO# 631030

IF REMITTING DIFFERENT AMOUNT PLEASE GIVE AMOUNT AND REASON, THANK YOU: $ _____

PLEASE CALL: (866) 864-2596	INVOICE:	STEPHANIE SCEICZINA	EXT: 5214
FAX NUMBER: (866) 564-2803	WAIVERS:	ALISON NEESE	EXT: 5208
INVOICES ARE DUE WHEN RENDERED	CREDIT MGR:	ALISON NEESE	EXT: 5208

Goods or Services covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

JOB NUMBER	A/R AMT	RET AMT	RES AMT	TAX AMT
077FAJ791	35,329.50			

8181365
HIDALGO CNTY PURCHASING DEP
2802 S BUSINESS HWY 281
EDINBURG TX 78539

PROJECT: HIDALGO CNTY OLD ADMIN
LOCATION: EDINBURG TX

P O #: 631030

ThyssenKrupp Elevator Corporation
2801 Network Blvd Ste 700
Frisco Tx 75034

THYSSENKRUPP JOB # 077FAJ791 94

APPLICATION NO: 4.00
APPLICATION DATE: 40,469.57

PERIOD FROM: 09/01/10
PERIOD TO: 10/31/10

CONTRACT FOR: ELEVATOR WORK

CONTRACT DATE: 8,181,365.00

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	$	376,855.00
2. Net change by Change Orders	$	0.00
3. CONTRACT SUM TO DATE (line 1 +/- line 2)	$	376,855.00
4. TOTAL COMPLETED & STORED TO DATE	$	365,078.50
5. RETAINAGE:	$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	365,078.50
7. LESS: CERTIFICATES FOR PAYMENTS (Line 6 from prior Certificate)	$	329,749.00
8. CURRENT PAYMENT DUE	$	35,329.50
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	$	11,776.50

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

0.00

AMOUNT CERTIFIED $
(Attach explanation if amount certified differs from the amount applied for).

By: DATE:

CERTIFICATION, AFFIDAVIT AND WAIVER OF LIEI

I HEREBY CERTIFY THAT THE WORK PERFORMED AND THE MATERIALS SUPPLIED TO DATE AS SHOWN REPRESENT THE ACTUAL VALUE OF ACCOMPLISHMENT UNDER THE TERMS OF THE CONTRACT DOCUMENTS AND ALL AUTHORIZED CHANGES, RELATING TO THE ABOVE PROJECT.

ALL LABORERS, MATERIALMEN, AND SUBCONTRACTORS OF THE COMPANY HAVE BEEN PAID FOR THE WORK, LABOR AND/OR MATERIAL, MACHINERY, EQUIPMENT, AND FUEL FURNISHED BY THEM TO THE COMPANY FOR THE PROJECT TO THE FULL EXTENT THAT SUMS WERE DUE TO SAID PARTIES AND THE COMPANY HAS PREVIOUSLY RECEIVED PAYMENT FOR THE WORK, LABOR MATERIAL, MACHINERY, EQUIPMENT, AND FUEL SO FURNISHED BY SAID PARTIES.

FURTHERMORE, IN CONSIDERATION OF THE PAYMENTS RECEIVED, AND UPON RECEIPT OF THE AMOUNT OF THIS REQUEST, THE UNDERSIGNED DOES HEREBY WAIVE, RELEASE AND RELINQUISH ALL CLAIM OR RIGHT OF LIEN WHICH THE UNDERSIGNED MAY HAVE UPON THE PREMISES ABOVE DESCRIBED TO THE EXTENT OF ACTUAL PAYMENTS RECEIVED.

SUBCONTRACTOR: ThyssenKrupp Elevator Corporation

BY: DATE: 40,469.57
Stephanie Sceiczina
Construction Coordinator

Subscribed and sworn to before me this date: 40,469.57
State of: TEXAS County of: COLLIN

Notary Public:

APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 10/31/10

APPLICATION NO:

DATE OF APPLICATION: 10/18/1(

A	B		C	D	E	F	G	H	I
NO.	DESCRIPTION OF WORK		SCHEDULED VALUE	PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	TOTAL COMPLETED & STORED TO DATE	% COMPLETED	BALANCE TO FINISH LESS RETAINAGE (C-F)	ACTUA STORE MATERIA TO DAT
	ELEVATOR GROUP #1								
1	INITIAL PAYMENT		188,428.00	188,428.00	0.00	188,428.00	100%	0.00	0.0(
2	MATERIAL		94,214.00	94,214.00	0.00	94,214.00	100%	0.00	0.0(
3	LABOR CAR ONE		23,553.00	0.00	17,664.75	17,664.75	75%	5,888.25	0.0(
4	LABOR CAR TWO		23,553.00	23,553.00	0.00	23,553.00	100%	0.00	0.0(
5	LABOR CAR THREE		23,553.00	0.00	17,664.75	17,664.75	75%	5,888.25	0.0(
6	LABOR CAR FOUR		23,554.00	23,554.00	0.00	23,554.00	100%	0.00	0.0(
	TOTAL		376,855.00	329,749.00	35,329.50	365,078.50	97%	11,776.50	0.0(

THYSSENKRUPP ELEVATOR

D1071I-237205-1

0903820

REMIT TO: THYSSENKRUPP ELEVATOR CORPORATION
2801 NETWORK BLVD., SUITE 700
FRISCO, TEXAS 75034

SOLD TO: HIDALGO CNTY PURCHASING DEP
2802 S BUSINESS HWY 281
EDINBURG TX 78539-0000

CUSTOMER NO: 8181365

NOV 30 2010

INVOICE DATE: 11/22/2010

INVOICE NO: 0903820

JOB NUMBER: 077FAJ791

CODES: 48 108 100 00 04

CONTRACT#:
SUB-CONT#:
CUST PO#: 631030
CONTRACTOR JOB#:

RE: HIDALGO CNTY OLD ADM
EDINBURG TX
HIDALGO COUNTY

TO: INVOICE FOR ELEVATOR WORK

CONTRACT PRICE	**This invoice is provided for your convenience because we anticipate completion and turnover of your unit in the near future. Please place this in line for payment as appropriate to your contract with us.**	376,855.00
VALUE OF MATERIAL AND/OR LABOR FURNISHED TO DATE		376,855.00
		376,855.00
LESS PREVIOUS BILLINGS	PO# 631030	365,078.50
NET AMOUNT DUE AND PAYABLE		11,776.50

GOOD SERVICE ... BY:

INVOICE ... OK 12/3/10

7 Jan 2010

IF REMITTING DIFFERENT AMOUNT PLEASE GIVE AMOUNT AND REASON, THANK YOU: $ _____

PLEASE CALL: (866) 864-2596	INVOICE:	STEPHANIE SCEICZINA	EXT: 5214
FAX NUMBER: (866) 564-2803	WAIVERS:	ALISON NEESE	EXT: 5208
INVOICES ARE DUE WHEN RENDERED	CREDIT MGR:	ALISON NEESE	EXT: 5208

Goods or Services covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

[redacted]

APPLICATION AND CERTIFICATE FOR PAYMENT

8181365
HIDALGO CNTY PURCHASING DEP
2802 S BUSINESS HWY 281
EDINBURG TX 78539

PROJECT: HIDALGO CNTY OLD ADMIN
LOCATION: EDINBURG TX

APPLICATION NO: 5.00
APPLICATION DATE: 40,504.55

PERIOD FROM: 11/01/10
PERIOD TO: 11/30/10

P O #: 631030

ThyssenKrupp Elevator Corporation
2801 Network Blvd Ste 700
Frisco Tx 75034

CONTRACT FOR: ELEVATOR WORK

THYSSENKRUPP JOB # 077FAJ791 94

CONTRACT DATE: 8,181,365.00

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	$	376,855.00
2. Net change by Change Orders	$	0.00
3. CONTRACT SUM TO DATE (line 1 +/- line 2)	$	376,855.00
4. TOTAL COMPLETED & STORED TO DATE	$	376,855.00
5. RETAINAGE:	$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	376,855.00
7. LESS: CERTIFICATES FOR PAYMENTS (Line 6 from prior Certificate)	$	365,078.50
8. CURRENT PAYMENT DUE	$	11,776.50
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

0.00

AMOUNT CERTIFIED $
(Attach explanation if amount certified differs from the amount applied for).

By: DATE:

CERTIFICATION, AFFIDAVIT AND WAIVER OF LIEI

I HEREBY CERTIFY THAT THE WORK PERFORMED AND THE MATERIALS SUPPLIED TO DATE AS SHOWN REPRESENT THE ACTUAL VALUE OF ACCOMPLISHMENT UNDER THE TERMS OF THE CONTRACT DOCUMENTS AND ALL AUTHORIZED CHANGES, RELATING TO THE ABOVE PROJECT.

ALL LABORERS, MATERIALMEN, AND SUBCONTRACTORS OF THE COMPANY HAVE BEEN PAID FOR THE WORK, LABOR AND/OR MATERIAL, MACHINERY, EQUIPMENT, AND FUEL FURNISHED BY THEM TO THE COMPANY FOR THE PROJECT TO THE FULL EXTENT THAT SUMS WERE DUE TO SAID PARTIES AND THE COMPANY HAS PREVIOUSLY RECEIVED PAYMENT FOR THE WORK, LABOR MATERIAL, MACHINERY, EQUIPMENT, AND FUEL SO FURNISHED BY SAID PARTIES.

FURTHERMORE, IN CONSIDERATION OF THE PAYMENTS RECEIVED, AND UPON RECEIPT OF THE AMOUNT OF THIS REQUEST, THE UNDERSIGNED DOES HEREBY WAIVE, RELEASE AND RELINQUISH ALL CLAIM OR RIGHT OF LIEN WHICH THE UNDERSIGNED MAY HAVE UPON THE PREMISES ABOVE DESCRIBED TO THE EXTENT OF ACTUAL PAYMENTS RECEIVED.

SUBCONTRACTOR: ThyssenKrupp Elevator Corporation

BY: Stephanie Sceiczina DATE: 40,504.55
Stephanie Sceiczina
Construction Coordinator

Subscribed and swom to before me this date: 40,504.55
State of: TEXAS County of: COLLIN

Notary Public: Judith C. Gajdica

JUDITH C. GAJDICA
Notary Public, State of Texas
My Commission Expires
September 14, 2011

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 11/30/10

APPLICATION NO: 5

DATE OF APPLICATION: 11/22/10

A	B		C	D	E	F	G	H	I
NO.	DESCRIPTION OF WORK		SCHEDULED VALUE	PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	TOTAL COMPLETED & STORED TO DATE	% COMPLETED	BALANCE TO FINISH LESS RETAINAGE (C-F)	ACTUAL STORED MATERIAL TO DATE
	ELEVATOR GROUP #1								
1	INITIAL PAYMENT		188,428.00	188,428.00	0.00	188,428.00	100%	0.00	0.00
2	MATERIAL		94,214.00	94,214.00	0.00	94,214.00	100%	0.00	0.00
3	LABOR CAR ONE		23,553.00	17,664.75	5,888.25	23,553.00	100%	0.00	0.00
4	LABOR CAR TWO		23,553.00	23,553.00	0.00	23,553.00	100%	0.00	0.00
5	LABOR CAR THREE		23,553.00	17,664.75	5,888.25	23,553.00	100%	0.00	0.00
6	LABOR CAR FOUR		23,554.00	23,554.00	0.00	23,554.00	100%	0.00	0.00
	TOTAL		376,855.00	365,078.50	11,776.50	376,855.00	100%	0.00	0.00

AI-25236 **11.E.**

Renewal/Extension for Landfill Access for Pct. No. 1

CC CONSENT

Date:	02/14/2011
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to exercise the final year extension as provided under the current contract for "Landfill Access for Precinct No. 1", under the same rates, terms and conditions with BFI Waste Systems of North America, Inc. (E-10-073-02-02)

BACKGROUND

Extension effective from March 1, 2011 thru February 29, 2012.

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-432-00-121-001-0-350

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

BUDGETARY IMPACT:

Available balance as of 2-10-11 $353,035.25

PO #650194 for BFI Waste Services of Texas, LP-Amount available as of 2-10-11 $83,776.74

Attachments

Link: Extension Memo

Link: Current Contract

Link: Pct. 1 memo

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/09/2011 02:31 PM	APRV
2	Budget & Management	Angela Garcia	02/09/2011 02:34 PM	APRV
3	Ivan Cantu	Ivan Cantu	02/10/2011 08:58 AM	APRV
4	Auditor's Office		02/11/2011 07:41 AM	NEW

Form Started By: Gricelda Villarreal Started On: 02/09/2011 10:43 AM

Final Approval Date: 02/11/2011

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

February 7, 2011

BFI Waste Systems of North America, Inc.
PO Box 1217
La Feria, Texas 78559

Via Fax: 956-428-2045

Re: Renewal/Extension (E-10-073-02-02)
Landfill Access for Precinct No. 1

Dear Mr. Alegria:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the final 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 14, 2011 discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Wednesday, February 9, 2011, via facsimile to (956) 956-292-7612 or email to : cris.villarreal@co.hidalgo.tx.us , so as to meet the agenda request form deadlines.

By: _____ Date: 2/8/11

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

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,
Gricelda Ayala
Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department

cc:

department
auditors

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

E-10-073-02-02

January 27, 2010

BFI Waste Systems of North America, Inc.
P.O. Box 1217
La Feria, Texas 78559

Via Fax: 956-428-2045

Contract effective from
March 1, 2010 thru
February 28, 2011

Re: Renewal/Extension- C-**09-017-02-24**
Landfill Access for Precinct No. 1

Dear Mr, Alegria:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's option to exercise the final 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 2, 2010** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Friday, **January 29 , 2010** via facsimile to (956) 956-318-2629 or email to: cris.villarreal@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: _____

Additionally, we are requesting your company provide an updated Certificate of Insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualifications).

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,

Gricelda (Cris) Villarreal, Buyer II
Hidalgo County Purchasing Department

Cris Villarreal

From: cynthia.delacruz [cynthia.delacruz@co.hidalgo.tx.us]
Sent: Thursday, February 11, 2010 2:24 PM
To: cris.villarreal@co.hidalgo.tx.us
Subject: FW: Your fax has been successfully sent to BFI at 428-2045.

-----Original Message-----
From: RightFax E-mail Gateway [mailto:rightfax@co.hidalgo.tx.us]
Sent: Wednesday, January 27, 2010 4:47 PM
To: CYNTHIA.DELACRUZ@CO.HIDALGO.TX.US
Subject: Your fax has been successfully sent to BFI at 428-2045.

Your fax has been successfully sent to BFI at 428-2045.

From: Cynthia De La Cruz

Time: 1/27/2010 4:45:12 PM
Sent to 428-2045 with remote ID "9564282045 "
Result: (0/339;0/0) Successful Send
Page record: 1 - 2
Elapsed time: 00:49 on channel 10

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LANDFILL DISPOSAL SERVICES AGREEMENT
C-09-017-02-24

THIS LANDFILL DISPOSAL SERVICES AGREEMENT ("Agreement") is entered into effective ~~as of the **March 1, 2009**, by and between the County of Hidalgo, Texas ("County") and~~ **BFI Waste Systems of North America, Inc.**

W I T N E S S E T H:

WHEREAS, County has requested that prospective bidders submit bids to permit County to dispose of certain waste products in a Landfill site in the Hidalgo County area pursuant to the terms and conditions of that certain Request for Bids for Landfill Access **(Hidalgo County Precinct No. 1)**, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference for all purposes (the "RFB Packet"); and

WHEREAS, Contractor has submitted a bid to provide such services dated a copy of which is attached hereto as Exhibit "B" (the "Vendor's Bid"); and

WHEREAS, County has determined that Contractor's Bid constitutes the lowest and best bid for such services pursuant to the RFB; and

WHEREAS, the parties hereto now wish to reduce to writing their agreement for the purposes herein stated.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the parties hereto agree as follows:

1. **Contractor** will accept solid waste from **Precinct No. 1** for a **term of one (1) year for services on "As Needed Basis" only beginning (March 1, 2009), the effective date hereof**. The charge for the acceptance of such waste products shall be **$ 21.50 plus $1.25 Flow Charge** per ton of waste delivered to Contractor's landfill site. Contractor will bill **Precinct No. 1** on a monthly basis for waste received during the preceding calendar month. County may, in its sole discretion, elect to extend the term of this agreement for two (2) additional (1) one-year term(s) by giving notice to Contractor not later than thirty (30) days prior to the expiration of the initial one- year term hereof.

2. **Contractor** will accept solid waste from the following location: **Precinct No.1**. A copy of Contractor's permit(s) for operation of a Type 1 solid waste facility at such location(s) is attached hereto as Exhibit "C" (part of Insurance Requirements). Contractor will not accept "Special Waste," as that term is defined in 30 T.A.C. ' 330.2. Upon receipt and acceptance of the waste

from **Precinct No. 1**, title to such waste will be transferred to Contractor, and Contractor will be solely and exclusively responsible for the disposal of such waste in accordance with all applicable laws and regulations. Contractor agrees, by accepting waste from County hereunder, that such waste is of a class or type which Contractor may dispose in its permitted facilities in compliance with its permit and applicable laws and regulations.

3. This Agreement is for the acceptance and disposal of solid waste materials for **Precinct No. 1** only. Delivery of solid waste materials to such location shall be at the sole cost and expense of **Precinct No. 1**.

4. Contractor acknowledges that County is the operator of one or more landfill sites in Hidalgo County, which do not possess a Type 1 permit. The purposes of this Agreement are to provide County with an outlet for solid waste materials which it cannot dispose of in its own landfills. County, by its execution of this Agreement, does not represent that it will deliver any waste to Contractor.

5. Contractor shall furnish proof of insurance in at least the following limits, to be in place prior to providing any services under this Agreement and continuing at all times in force and effect during the term of this Agreement :

   A. A $500,000 comprehensive general liability policy with limits of at least $300,000 per person and $500,000 per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to $500,000, in accordance with the Texas Tort Claims Act; (coverage and in the amounts described in Exhibit "C")
   B. Workers compensation insurance as required by applicable law;
   C. Certificates of insurance, naming County as an additional insured, shall be submitted to the County for approval prior to the award and execution of this Agreement;
   D. Each policy of insurance required hereunder shall extend for a period equivalent to the term of this Agreement, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County Judge prior to the cancellation of any such coverage on the termination date or otherwise; and
   E. This Agreement shall be automatically suspended upon the cancellation or other termination of any required policy of insurance hereunder.

6. Contractor represents and warrants that it possesses a current Type 1 landfill permit, and any and all other permits or licenses required under any applicable federal, state or local laws, regulations or ordinances for each of the locations described in paragraph 2 above. Contractor further represents and warrants that it will dispose of all waste delivered to and accepted by it in a manner consistent with its permits and all applicable laws and regulations. Contractor will notify County immediately upon the termination, cancellation, revocation or suspension of such permits or licenses, in which event County may, in its sole discretion, immediately terminate this Agreement. Contractor further represents and warrants that there are no current pending legal or administrative proceedings relating to the disposal of waste at the locations described in paragraph 2, above. In addition, Contractor will notify County within 3 business days of the filing of any legal or administrative proceeding affecting or in any manner related to the locations described in paragraph 2, above.

7. Contractor will indemnify and hold County harmless from any and all claims, actions, liability and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless

of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission or failure was County's or Contractor's or that of any person providing services hereunder by or through Contractor or County. Upon written notice from County, Contractor will resist and defend at its own expense, and by counsel reasonably satisfactory to County, any such claim or action.

8. **Miscellaneous Provisions:**

8.01 **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.

8.02 **No Waiver.** No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

8.03 **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 County and Contractor, and not otherwise.

8.04 **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.

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

If to County:
Hon. Juan D. Salinas
County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Contractor:
BFI Waste Systems of North America, Inc.
PO Box 1217
La Feria, Texas 78559

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.

8.06 **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.

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

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

8.09 **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.

8.10 **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

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

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the_____ day and

_____year first above written.

Approved As To Form:

By: Antonio Mendoza
Antonio Mendoza
Assistant District Attorney
Date: 02-20-09

COUNTY OF HIDALGO, TEXAS

By:
Juan D. Salinas III, County Judge

Date: 3-3-09

ATTEST:

Arturo Guajardo Jr., County Clerk

Date: 3-3-09

Contractor: ~~BFI Waste Systems of North America, Inc.~~

By: _____

Printed Name Reynaldo Alegria

Title: Sales Manager

Date: 3-05-09

EXHIBIT "A"

RFB PACKET

HIDALGO COUNTY
"LANDFILL ACCESS FOR PRECINCT NO. 1"
BID NO.: 2009-017-02-18CGV
EXHIBIT "B"

BID PAGE FORM

PRICE PER TON: $21.50

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION FLOW CHARGE: $1.25 Per ton

VENDOR NAME: BFI Waste Systems of America, Inc.

VENDOR ADDRESS: 9402 West Expressway 83

CITY/STATE/ZIP CODE: Harlingen, Tx. 78552

PHONE NO.: (800) 423-7316 **FAX NO.:** (956)428-2045 **CELL NO.:** (956)495-4236

AUTHORIZED SIGNATURE:

TITLE: General Manager

DATE: 2-18-09

INFORMATION TO BIDDERS:

Location of landfill site and related incremental hauling costs to County may be considered in determining the lowest and best bid. In addition, the County may, in its discretion, elect in award separate contracts for landfill access services for one or more precincts.

ADDITONAL INFORMATION:
Term: One (1) year, on an **"As Needed Basis"** with the County's option to renew two (2) additional one (1) year terms under the same rates, terms and conditions.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/20/2010

PRODUCER Phone: 818-662-4200 Fax: 877-297-9262
BB&T - Knight Insurance Services
535 North Brand Blvd., 10th Floor
Lic# 0619252
Glendale CA 91203

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
Republic Services Inc
(Named Insured Continued Below)
18500 N. Allied Way
Phoenix AZ 85054

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ZURICH AMERICAN INS CO	16535
INSURER B: STEADFAST INS CO	26387
INSURER C: LEXINGTON INS CO	19437
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: [ ] POLICY [ ] PRO-JECT [X] LOC	GLO370304203	6/30/2010	6/30/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 5,000,000 $ $ 5,000,000 $ 5,000,000 $ 5,000,000
A		AUTOMOBILE LIABILITY [X] ANY AUTO [X] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	BAP370304303	6/30/2010	6/30/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ 0 $ 0
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
C		EXCESS / UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $	2214223/2214224	6/30/2010	6/30/2011	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ $ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under SPECIAL PROVISIONS below	EWT300304402	6/30/2010	6/30/2011	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

"Umbrella coverage was arranged by Besso Limited, who solely placed coverage on behalf of Republic Services, Inc. with Lexington Insurance Company."
DIV 4863 Named Insured Includes BPI Waste Services of Texas, LP
The certificate is issued for BID Purpose only

See Attached...

CERTIFICATE HOLDER

HIDALGO COUNTY PURCHASING DEPARTMENT
2812 S HIGHWAY BUS. 281
EDINBURG TX 78539

CANCELLATION 10 Day Cancellation for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

© 1988-2009 ACORD CORPORATION. All rights reserved
The ACORD name and logo are registered marks of ACORD

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS Continued.

HIDALGO COUNTY is an Additional Insured, except for Workers Compensation, if required by written contract. Waiver of Subrogation rights apply, if required by written contract. If required by written contract, the General Liability policy will apply as primary insurance and any other insurance to the additional insured shall apply as excess and non-contributory insurance.

Republic Services Inc includes any subsidiary company as now formed or constituted, and any other company over which the Named Insured has active control so long as the Named Insured or any subsidiary company has an ownership interest of more than 50% of such company.

COUNTY of HIDALGO



Joel Quintanilla
County Commissioner, Pct. 1
1902 Joe Stephens Ave.
Weslaco, TX 78596
(956) 968-8733

February 8, 2011

Martha Salazar
Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78538

Re: Renewal/Extension- C-09-0-17-02-24
Landfill Access for Precinct No. 1

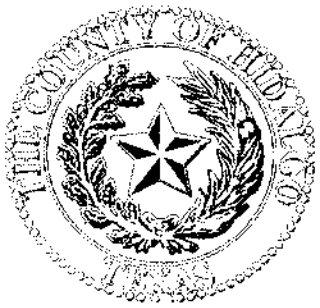
Dear Martha,

Please be advised that Precinct 1 is recommending that the Commissioner's Court consider exercising the County's option to extend the contract for the final year extension under the same rates, terms, and conditions.

It has been determined that locking in the current rates for the next year will be beneficial for us.

Sincerely,

Noe Montez
Hidalgo County Precinct 1



AI-25230 **11.F.**

Xerox

CC CONSENT

Date:	02/14/2011
Submitted By:	Tanya Delira, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

1. Approval to utilize the following cooperative purchasing vendors (as listed in detailed revised Exhibit(s) attached) for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC), US Communities, (GSA) General Service Administration, (TASB-Buy Board) Texas Association of School Board, (TIPS) The Interlocal Purchasing System, (HCDE) Harris County Department of Education/Choice Facility Partners, (NJPA) National Joint Powers Alliance awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc. with term of authority to purchase from contract detailed herein commencing upon approval and expiring December 31, 2011.;

2. Requesting authority to enter into a 12-month renewal copier service agreement with Copy Graphics, Inc. for the Precinct 4 through requisition #189596 for the amount of $400.00/year. Effective: 1/26/2011 - 1/25/2012 (1-1200-431-00-124-005-0-432)

3. Requesting authority to enter into a 48-month new copier (capital) lease for a 3550X (Low Range I) copier through our membership/participation with TPASS awarded vendor, Xerox contract # 985-L2, for the Juvenile Probation Dept. through requisition #189455 in the amount of $82.03/month, effective-upon installation(1-1100-423-32-330-001-0-780) (DETENTION FACILITY INTAKE AREA)

4.Requesting authority to enter into a 48-month new copier (capital) lease for a 3550X (Low Range I) copier through our membership/participation with TPASS awarded vendor, Xerox contract # 985-L2, for the Juvenile Probation Dept. through requisition #189460 in the amount of $82.03/month, effective-upon installation(1-1295-423-32-330-001-0-780) (BOOT CAMP FACILITY - AFTERCARE PROGRAM)

5. Requesting authority to enter into a 48-month new copier (capital) lease for a 5755T (Mid Range I) copier through our membership/participation with TPASS awarded vendor, Xerox contract # 985-L2, for the Juvenile Probation Dept. through requisition #189462 in the amount of $378.62/month, effective-upon installation(1-1100-423-60-330-002-0-780)

6. Requesting authority to enter into a one year Inspection Program Agreement with Superior Alarms from 02/03/2011 - 02/02/2012 for the amount of $275.00 yr. for the

Mission and Weslaco Clinic.

7. Requesting authority for current County Judge to execute/sign the agreement between Hidalgo County and Superior Alarms for services for burglary, panic and low battery monthly services at Weslaco DPS building approved by C.C. on 03/12/2010.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 11200431001240050432
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

FISCAL YEAR: 2011 ACCT. #: 111004233233000107 80
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

FISCAL YEAR: 2011 ACCT. #: 01295423003300280780
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

FISCAL YEAR: 2011 ACCT. #: 11100423603300080780
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

FISCAL YEAR: 2011 ACCT. #: 11100441003400010431
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

FISCAL YEAR: 2011 ACCT. #: 11200431001220050421
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

Attachments

Link: Copy Graphics
Link: Xerox
Link: back up
Link: back up 02
Link: COOP VENDORS LIST

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Angela Garcia	02/09/2011 02:27 PM	APRV
2	Tanya De Lira	Tanya Delira	02/09/2011 03:22 PM	APRV
3	Budget & Management	Angela Garcia	02/09/2011 03:35 PM	APRV
4	Purchasing Department	Marty Salazar	02/10/2011 03:36 PM	APRV
5	Auditor's Office		02/11/2011 07:41 AM	NEW

Form Started By: Tanya Delira Started On: 02/09/2011 09:30 AM

Final Approval Date: 02/11/2011

Requisition

Req # 00189596

PO #

Date: 02/07/11

Consent # 25230 2/14/11

Bill To: x
x

Vendor : 78174
COPY GRAPHICS, INC
221 NORTH 10TH
MCALLEN TX 78501
FAX (956)630-2628

Ship To: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

Contact: MUNOZ JR
956-383-3112

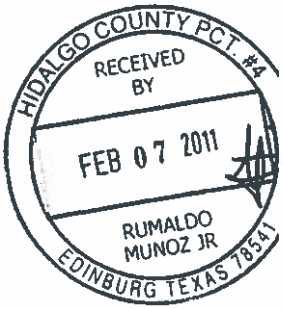
Contract No:

Special Instructions:
PCT. REQ. #0230

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	YEAR	OM COPIER SERVICE AGREEMENT FOR 412650 MODEL: RICOH AF 2020 DIGITALCOPIER SERIAL #K8266840016 EFFECTIVE: 1/26/2011 TO 1/25/2012 TOTAL SERVICE PLAN FOR ONE YEAR OR 20,000 COPIES WHICH EVER COMES FIRST, AND COVERS ALL PARTS AND LABOR, MILEAGE AND SUPPLIES (TONER, DRUM NOT TO EXCEED 5 PER CONTRACT PERIOD) : EXCLUDES PAPER. OVERAGES BILLED @ .02 PER COPY	400.00	400.00
		Account No	Encumbrance	
		1-1200-431-00-124-005-0-432	400.00	
			Freight	.00
			Total	400.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

ORIGINAL



copy graphics
www.copyg.com
221 North Tenth St • McAllen, Texas 78501
Phone (956) 631-0205 Fax (956) 630-2628 1-800-894-0133

COPIER SERVICE AGREEMENT - SCAN

This agreement is between Copy Graphics, Inc. and:

Company Name Hidalgo Co. Precint # 4 Cust# 3289

Physical Address 1051 N. Doolittle Rd. Billing Address (Same as physical)

City/State/Zip Edinburg, TX. 78539 City/State/Zip _____

Phone/Fax 956-383-3112 / 956-381-5905 Phone/Fax _____ / _____

EQUIPMENT COVERED

Model: Ricoh AF-2020 Options: _____ SN: K8266840016

Starting Meters: Copy/Print Clicks: 55,660 Scan: _____

Rate: $400.00 for 20,000 clicks. Overage Rate: 0.02 per click.

All scans will be charged at $.0025 per scan when scans exceed service agreement minimums or actual print usage. Scan meters will be checked every anniversary date of the contract and billed yearly.

Effective dates of agreement from January 26,2011 to January 25,2012 or clicks specified.

Contract to be billed: ☒ Yearly ☐ Quarterly ☐ Monthly ☐ Included in Lease

I have read and agree to the terms and conditions of coverage on the reverse side of this service agreement. These conditions constitute the entire understanding between Copy Graphics, Inc. and the company I represent or myself. No other written or oral representations by any party shall be binding upon Copy Graphics, Inc. Prices are subject to change from year to year without notice. **All charges and costs for which Copy Graphics, Inc. sends an invoice to Customer shall be due and payable, in full, thirty (30) days from the date of the invoice. Copy Graphics, Inc. may either suspend service OR charge service on an hourly basis (plus parts and mileage) until all outstanding, overdue invoices are paid in full.**

SIGN HERE

_____ County Judge
Authorized Signature Title

Hon. Ramón Garcia
Print Name

Andrea Hinojosa
Copy Graphics, Inc. Representative

January 25,2011
Date

DIGITAL TOTAL TERMS AND CONDITIONS

ACCEPTANCE: Copy Graphics, Inc. (Seller) agrees to provide and the Customer agrees to accept maintenance service on equipment listed at charges indicated in accordance with Seller's service policies. Seller shall have full and free access to the equipment to provide service thereon. Full and free access includes activation of remote access to automated monitoring of meters, consumable supply usage, and service alerts.

ERRORS & OMISSIONS: This contract allows inadvertent mistakes such as mathematical calculations and/or typing errors to be corrected without resulting in a breach of this agreement. All inadvertent errors will be rectified upon discovery and written notice given to the other party.

TERM: This Agreement will automatically be renewed unless previously cancelled in writing and accepted by Seller's Service Manager (30) thirty days prior to expiration of contract.

SERVICE AVAILABILITY: Service will be rendered under this Agreement only during normal business hours of Seller (Monday through Friday 8 a.m. to 5 p.m. except national holidays).

INCLUSIONS: Digital Total service plan includes on-site remedial maintenance, lubrication, cleaning, adjustments and the replacement of unserviceable parts except integrated circuit boards, unless equipment is protected by Seller approved power protection device. Plan also includes consumable supplies such as drum, developer and toner, not to exceed 3 per contract period. If the Customer has more than one unit that uses the same consumable supplies, all units must be placed under the same type of service plan. The unserviceability of parts will solely be determined by Seller, and replaced on an exchange basis. Replaced parts will become the property of Seller.

➔INITIAL HERE

EXCLUSIONS: Service and maintenance support to be provided under this Agreement does not include repairs, replacement of parts and labor caused by, arising from, related to or made necessary by: a) use of equipment in a manner not recommended by OEM; b) failure to continually provide a suitable installation environment, including but not limited to, adequate electrical power, air conditioning or humidity control; c) Customer's improper use, management, or supervision of covered equipment; d) accident and disaster, including but not limited to, fire, flood, water, wind or lightening; e) electrical work, devices, cables, etc., external to the equipment; f) the maintenance of accessories, alterations, attachments or other devices not covered by this agreement; g) excessive electrostatic discharge, improper grounding, improper power line protection; h) failure of Customer to perform OEM recommended daily/weekly maintenance and cleaning as described in the manufacturer's operator manuals; i) service providers and parts installers other than the Seller; j) improperly trained and inexperienced operators; k) service related to relocation of equipment; l) all consumable items not specifically listed in inclusions; m) connected products such as computer, printer, software or network-related failures, programming, or training; n) license and/or installation fees for any renewal or upgrade of any and all software installed on unit; o) service related to installation of additional accessories.

EQUIPMENT OVERHAUL: In the event that Equipment requires repairs beyond the limits of regular service and maintenance, such as, but not limited to, excessive wear and tear, age, long-term use, excessive use or other similar causes, an overhaul, as determined by Seller, may be required. Said overhauls are not covered by this Agreement. In such event an estimate of repairs shall be submitted by Seller to Customer detailing the cost of an overhaul. If Customer does not authorize said overhaul, Seller may discontinue service of the equipment without refund of the unused portion of this Agreement. Seller may refuse to renew this Agreement upon expiration.

ASSIGNMENT: This Agreement is not assignable to a third party without written permission from Seller, such permission not to be unreasonably withheld, and any attempt by Customer to assign any rights, duties, or obligations which arise under this Agreement without such permission shall be void. This contract is not refundable. If the equipment is traded in on new Seller equipment, any unused portion of the yearly contract charge will be prorated and applied towards the maintenance of the new equipment.

LIMITED WARRANTY: Seller warrants that services will be performed hereunder in a workmanlike manner in accordance with reasonable commercial standards. Parts are warranted against defects solely to the extent of the manufacturer's warranty, if any.

DISCLAIMER OF WARRANTY: EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, REPLACEMENT PARTS, LABOR AND SERVICES ARE PROVIDED "AS IS". SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

HAZARDOUS PRODUCTS: Customer acknowledges that there may be products covered under this agreement that may be or become, considered as hazardous materials under various laws and regulations. Seller agrees to make available to Customer, safety information concerning said products. Customer agrees to disseminate such information, so as to give warning of possible hazards to persons who Customer can reasonably foresee may be exposed to such hazards, including but not limited to Customer's employees, agents, contractors and customers. If Customer fails to disseminate such warnings and information, Customer shall defend and indemnify Seller against any and all liability arising out of such failure.

LIMITATION OF LIABILITY: SELLER SHALL NOT BE HELD RESPONSIBLE FOR SELLER'S INABILITY TO PROVIDE TIMELY SERVICE DUE TO DELAYS. IN NO EVENT WILL SELLER, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES, BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, LIABILITY TO THIRD PARTIES, AND THE LIKE, ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT. SELLER'S LIABILITY TO CUSTOMER (IF ANY) FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO, AND IN NO EVENT EXCEED THE AMOUNT PAYABLE BY CUSTOMER FOR SERVICE AND MAINTENANCE SUPPORT ON THE UNIT OF EQUIPMENT INVOLVED FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH ALLEGEDLY GAVE RISE TO THE DAMAGES.

GOVERNING LAW: This contract shall be governed by and construed according to the laws of the State of Texas.

Requisition

Req # 00189455

PO #

Date: 02/02/11

Bill To: x
x

Vendor : 42129
XEROX CORPORATION
P.O. BOX 650361
PNC BANK
1200 E CAMPBELL, STE 108
RICHARDSON TX 75081

Ship To: JUVENILE PROBATION DEPT.
1001 NORTH DOOLITTLE
EDINBURG TX 78540-0267

Contact: **Elena**
956-587-6200

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
11.00	MONTH	XEROX 985-L2 (SERIAL #pending) FEBRUARY-DECEMBER 2011--48 MNTH LEASE 10,000 COPIES ALLOWED.EXCESS COPIES AT $0.0131	82.03	902.33
1.00		FOR THE DETENTION FACILITY-INTAKE AREA		.00
		Account No	Encumbrance	
		1-1100-423-32-330-001-0-780	902.33	
			Freight	.00
			Total	902.33
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Transfer monies by Auditors		

Authorized By: _____

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 $ 0.00	Commodity Codes: 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

Monthly Pymnt $82.03
Cash Price Option $3,937.44

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

xerox

Requisition

Hidalgo County Juvenile Probation

Req # 00189460

PO #

Date: 02/02/11

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 County Juvenile Probation
1711 N. Bridge
Weslaco Tx 78596

Contact: **ELENA**
956-587-6200

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
11.00	MONTH	XEROX 985-L2 (SERIAL #pending) FEBRUARY-DECEMBER 2011--48 MNTH LEASE 10,000 COPIES ALLOWED.EXCESS COPIES AT $0.0131	82.03	902.33
1.00		FOR THE BOOTCAMP FACILITY-AFTERCARE PROGRAM		.00
		Account No	Encumbrance	
		1-1295-423-00-330-028-0-780	902.33	
			Freight	.00
			Total	902.33
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

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

Monthly Pymnt $82.03
Cash Price Option $3,937.44

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

xerox

Requisition

Req # 00189462

PO #

Date: 02/02/11

Bill To: x
x

Vendor : 42129
XEROX CORPORATION
P.O. BOX 650361
PNC BANK
1200 E CAMPBELL, STE 108
RICHARDSON TX 75081

Ship To: JUVENILE PROBATION DEPT.
1001 NORTH DOOLITTLE
EDINBURG TX 78540-0267

Contact: **ELENA**
956-587-6200

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
11.00	MONTH	XEROX 5755PT (SERIAL #WC5755 pending) FEBRUARY-DECEMBER, 2011--48 MNTH LEASE. 50,000 COPIES ALLOWED.EXCESS COPIES AT $0.0066	378.62	4,164.82
		Account No	Encumbrance	
		1-1100-423-60-330-002-0-780	4,164.82	
			Freight	.00
			Total	4,164.82
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

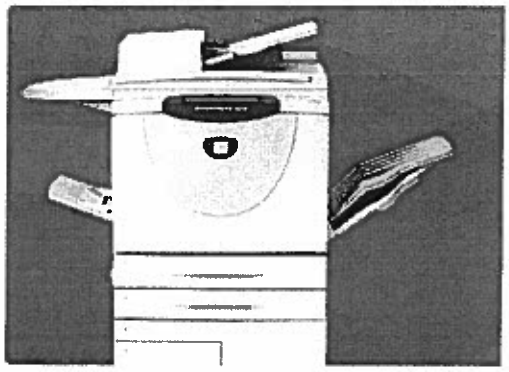
Xerox 985-L2 Lease Pricing

Xerox WorkCentre 5755T (Mid Range I)

55 ppm digital copier

Digital Copier with 4 Trays, Bypass Tray and DADF, Documentation Kit, and Office Finisher

(Required market codes: W5655T, OFC50FIN)



Price includes 50,000 monthly impressions
all excess prints at $.0066 each

Equip Description/Qty	Monthly Base	Commodity Codes:
	$ 0.00	985-13-29001-9
36 month term	$ 219.82	985-13-29002-7
48 month term	$ 194.14	985-13-29035-7
60 month term	$ 178.92	985-13-29068-8

Contract includes:

- delivery & installation
- all supplies, except paper & specialty items

Mo Base Charge $275.87
Refinance Amount $102.75
Monthly Pymnt $378.62
Cash Price Option $18,173.76

xerox

2x2

Xerox 985-L2 Lease Pricing

Accessories for Xerox W5755T

	Price	Commodity Code:
Embedded Fax 1 line with LAN fax:		
36 month term	$ 14.19	985-13-29007-6
48 month term	$ 11.26	985-13-29040-7
60 month term	$ 9.51	985-13-29073-8
1GBMEM Upgrade Kit:		
36 month term	$ 47.26	985-13-29009-2
48 month term	$ 37.47	985-13-29042-3
60 month term	$ 31.66	985-13-29075-3
Legal 2-Hole Punch:		
36 month term	$ 2.14	985-13-29010-0
48 month term	$ 1.69	985-13-29043-1
60 month term	$ 1.43	985-13-29076-1
C/Z Trifold for Booklet Maker Fin:		
36 month term	$ 97.23	985-13-29011-8
48 month term	$ 77.09	985-13-29044-9
60 month term	$ 65.12	985-13-29077-9
3-Hole Punch Kit:		
36 month term	$ 2.10	985-13-29012-6
48 month term	$ 1.67	985-13-29045-6
60 month term	$ 1.40	985-13-29078-7
3-Hole Punch for Hi Vol finisher:		
36 month term	$ 3.09	985-13-30116-2
48 month term	$ 2.46	985-13-30216-0
60 month term	$ 2.07	985-13-30316-8
4000 Sheet High Capacity Feeder:		
36 month term	$ 23.58	985-13-29014-2
48 month term	$ 18.69	985-13-29047-2
60 month term	$ 15.79	985-13-29080-3



Xerox 985-L2 Lease Pricing

Optional Catalog Accessories for
Networked Xerox W5755T

	Price:	Commodity Code:
Scan to PC Desktop V9.0 – 25 Seats:		
36 month term	$ 10.53	985-13-29029-0
48 month term	$ 8.35	985-13-29062-1
60 month term	$ 7.05	985-13-29095-1
SMARTSEND 2.1:		
36 month term	$116.33	985-13-30129-5
48 month term	$ 98.44	985-13-30229-3
60 month term	$ 87.81	985-13-30329-1
SMARTSEND PRO 2.1:		
36 month term	$239.76	985-13-30130-3
48 month term	$209.78	985-13-30230-1
60 month term	$191.96	985-13-30330-9
Unicode Kit:		
36 month term	$ 7.08	985-13-29030-8
48 month term	$ 5.61	985-13-29063-9
60 month term	$ 4.74	985-13-29096-9
USB Direct Connect:		
36 month term	$ 0.00	985-13-30132-9
48 month term	$ 0.00	985-13-30232-7
60 month term	$ 0.00	985-13-30332-5
Foreign Interface Device:		
36 month term	$ 4.14	985-13-29031-6
48 month term	$ 3.28	985-13-29064-7
60 month term	$ 2.77	985-13-29097-7
Xerox Copier Assistant:		
36 month term	$ 11.72	985-13-29033-2
48 month term	$ 9.30	985-13-29066-2
60 month term	$ 7.85	985-13-29099-3

xerox

COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER	COMMUNICATOR MAKE & MODEL DATE ON LINE	DEALER
1062		CRYSTAL

SUBSCRIBER

NAME: Texas DPS Highway Patrol

ADDRESS: 1414 N. Bicentennial STREET SUITE/APT NO.

CITY: McAllen STATE: TX ZIP CODE: 78501

TEL. NO. ( ) ( )

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 2812 S. International City Weslaco State TX Zip 78596

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	Hidalgo Co. Sheriff	( )
	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		( )	( )	
2		( )	( )	
3		( )	( )	
4		( )	( )	
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: 1 Year(s) Annual Fee $ 120.00 + tax + tax

12 No. of payments equal payments of $ 10.00, each payable monthly on the 1 day of Jan, Feb March, beginning Jan 1, 11, and continuing regularly and Monthly thereafter.

Subject to Terms and Conditions of this Agreement (including those on the reverse side), the Subscriber agrees to subscribe for monitoring by Company.

SUBSCRIBER MUST SIGN IN THREE PLACES

SIGNATURE OF SUBSCRIBER DATE

ACCEPTED:

By Title

Date

Original to be signed by owner

For Office Use Only Typed by Checked by

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

T S MOORE PRINTING 956.687.6868 12/09

COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER: 462094 | COMMUNICATOR MAKE & MODEL DATE ON LINE: | DEALER: CRYSTAL

SUBSCRIBER

NAME: Texas DPS Highway Patrol
ADDRESS: 1414 N. Bicentennial STREET
CITY: McAllen STATE: TX ZIP CODE: 78501
TEL. NO. 956 984-5736 ( )
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 2812 S. International City Weslaco State TX Zip
Directions to Subscriber's Location: 2miles S. on FM1015 from Exp. 83 - Building West side of Road

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	Hidalgo Co. Sheriff	( )
	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		( )	( )	
2		( )	( )	
3		( )	( )	
4		( )	( )	
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							

Activity Report ☐ Yes ☐ No ☐ Monthly

Early Open Allowance
Late Open Allowance
Late Close Allowance
Mailed to:

FEES • TERMS • PAYMENTS

INITIAL TERM: 1 Year(s) Annual Fee $ 120.00 + TAX + tax

12 No. of payments equal payments of $ 10.00, each payable Monthly on the 1st day of Jan, Feb, March, beginning Jan 1, 11, and continuing regularly and Monthly thereafter.

Subject to Terms and Conditions of this Agreement (including those on the reverse side), the Subscriber agrees [redacted]ubscribe for monitoring by Company.
[redacted]SCRIBER MUST SIGN IN THREE PLACES

SIGNATURE OF SUBSCRIBER DATE

ACCEPTED: Copies original to be signed by Owner
By Title
Date
For Office Use Only Typed by Checked by

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

T S MOORE PRINTING 956.687.6868 12/09

AI-20183 **11.D.**

COOP Vendors List & Monitoring Agreements

CC CONSENT

Date: 03/12/2010
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

1. Approval to utilize the following cooperative purchasing vendors (as listed in detailed revised Exhibit(s) attached) for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC), US Communities, (GSA) General Service Administration, (TASB-Buy Board) Texas Association of School Board, (TIPS) The Interlocal Purchasing System awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc. with term of authority to purchase from contract detailed herein commencing upon approval and expiring December 31, 2010.

2. Requesting approval & authority to execute required commercial alarm monitoring agreement for 1 year with Superior Alarms for the (WIC) Women, Infant & Children Department for the following locations, effective 1/1/2010-12/31/2010;

Requisition	Location	Conditions Monitored	Lease Term	Monthly	Account Number
168229	220 S. Bicentenial #D, Mcallen, TX	Burglar, Panic & Low Battery	1 year	$10.00	01292441003500010413
168229	313 E. Business 83, Alamo, TX	Burglar, Panic & Low Battery	1 year	$10.00	01292441003500010413
168229	7013 S. Cage Ste. C, Pharr, TX	Burglar, Panic & Low Battery	1 year	$10.00	01292441003500010413
168229	300 E. Hackberry, Mcallen, TX	Burglar, Panic & Low Battery	1 year	$15.00	01292441003500010413
168229	1 MW Shary Rd. 5M Line, Alton, TX	Burglar, Panic & Low Battery	1 year	$15.00	01292441003500010413
168229	3109 W. University, Edinburg, TX	Burglar, Panic & Low Battery	1 year	$10.00	01292441003500010413
168229	113 Dawson, Edinburg, TX	Burglar & Panic	1 year	$15.00	01292441003500010413
168229	3001 N. 23rd Ste. 8, Mcallen, TX	Burglar, Panic & Low Battery	3 years	$10.00	01292441003500010413
168229	926 W. Sam Houston Ste. #3, Pharr, TX	Burglar, Panic & Low Battery	1 year	$10.00	01292441003500010413
168229	3105 W. University, Edinburg, TX	Burglar, Panic & Low Battery	1 year	$15.00	01292441003500010413

3. Requesting approval & authority to execute required commercial alarm monitoring agreement for 1 year with Superior Alarms for the Texas Department Highway Patrol for the following locations, effective 1/1/2010-12/31/2010;

169707	2812 S. International Blvd. Weslaco, TX front & rear of the building	Burglar, Panic & Low Battery	$10.00/month	01100421001150270413

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1292-441-00-350-001-0-413

FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Req #168229-Amount available as of 3-4-10 $1,080.00 for Superior Alarms

FISCAL YEAR: 2010 ACCT. #: 0-1100-421-00-115-027-0-413
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Req #169707-Amount available $240.00 for Superior Alarms as of 3-4-10.

Attachments

Link: TASB Amerx
Link: Superior Alarms WIC
Link: Superior Alarms Terms & Conditions
Link: Superior Alarms DPS
Link: Coop Vendor's List

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/04/2010 01:56 PM	APRV
2	Budget & Management	Erika Zamora	03/04/2010 02:02 PM	APRV
3	Ivan Cantu	Ivan Cantu	03/04/2010 02:44 PM	APRV
4	Auditor's Office		03/05/2010 04:28 PM	NEW

Form Started By: Matilde Faz Started On: 03/02/2010 01:40 PM
Final Approval Date: 03/05/2010

Hidalgo County Commissioners Court has granted approval to utilize the listed awarded cooperative vendors thru December 31, 2011 however the contract terms for each vendor are listed to the last column. Prior to utilizing approved vendors make sure contracts are effective. Thank you!

Purchasing Department

"EXHIBIT A"

TASB Buy Board;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Austin Ribbon & Computer	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
	American Tire Distributor Formerly known as Gray's Wholesale Tire	Tires, Tubes & Automotive Parts, Supplies & Equipment	307-08	12/01/2008 - 11/30/2011
	Amerx Office Solutions	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
	Audio Visual Aids	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
	BSN Sports	Athletic & PE Supplies & Heavy Duty Exercise Equipment	336-10	04/01/2010 - 03/31/2013
11/9/2010	Barcelona Sporting Goods	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010 - 3/31/2013
10/12/2010	Border States Electric	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
	Burton Auto Supply	Tires, Tubes & Auto Products	307-08	12/01/2008 - 11/30/2011
	CC Distributors, Inc.	Custodial Supplies & Equipment	291-08	6/1/2008 - 5/31/2011
	Camcor, Inc.	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
	Carrier Corporation	HVAC Equipment & Supplies & Insulation Trades Services & Labor for Electrical, Plumbing & HVAC	305-08 296-08	10/1/2008 - 9/30/2011 6/1/2008 - 5/31/2011
1/18/2011	Cartridge World	Office Paper Products	293-08	5/1/2008-4/30/11
	Chemsearch, A Div Of NCH	Water Treatment Chemicals & Equipment	288-08	4/1/2008 - 3/31/2011
12/13/2010	Chemsearch, A Div Of NCH	Custodial Supplies & Equipment	291-08	6/1/2008 - 5/31/2011
12/13/2010	Chemsearch, A Div Of NCH	Motor Fuels, Lubricants & Oils	314-09	6/1/2009 – 5/31/2012
	Commercial Security Integration	Radio Communication Products	285-08	4/1/2008 - 3/31/2011
	Diaz Floors & Interiors	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08	3/01/2009 - 2/28/2012
9/07/2010	Facilities Solutions Group	Energy Saving Lighting Products	290-08	4/1/2008-3/31/2011
2/8/2011	Flaghouse, Inc.	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010-3/31/2013
	Fleet Safety Equipment, Inc.	Public Safety & Fire House Supplies & Equipment	284-08	4/1/2008 - 3/31/2011
	GT Distributors	Public Safety & Fire House Supplies & Equipment	284-08	4/1/2008 - 3/31/2011
12/13/2010	Galls Inc.	Uniforms-Band, Dance, Performance, Work/Uniform & Floor Mat Rental	340-10	6/1/2010-5/31/2013
	Gaylord Bros. Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
12/07/2010	Glidden Professional Paint (formerly ICI Paints)	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
	Godwin Pumps Of America, Inc.	Water & Waste Water Pumps & Motor	344-10	07/01/2010 - 06/30/2013

	Graybar	Technology Equipment, Software & Supplies	285-08	4/1/2008 - 3/31/2011
	Gulf Coast Paper	Custodial Supplies & Equipment	291-08	6/1/2008 to 5/31/2011
	Health Edco Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
	Henry Schein, Inc.	First Aid Supplies & Equipment	294-08	6/1/2008 - 5/31/2011
	Ikon Office Solutions	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
	Industrial Communications	Radio Communication Products	285-08	4/1/2008 - 3/31/2011
	Insco Distributing	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08	10/1/2008 - 9/30/2011
	J & B Industries, Inc.	Motor Fuels, Lubricants & Oil	314-09	5/01/2009 - 4/30/2012
	Jean's Restaurant Supply	Food Services Equipment & Services	274-07	10/1/2007 - 10/31/2010
	John Deere Landscapes	Grounds Maintenance Equip. & Irrigation Products & Installation	292-08	6/1/2008 - 5/31/2011
	Johnson Supply	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08	10/1/2008 - 9/30/2011
	Johnstone Supply-Houston	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08	10/1/2008 - 9/30/2011
	Mansion Grove House, LLC	Athletic, PE & Gym Supplies & Eq. & Exercise	336-10	4/1/2010-3/31/2013
	Miller Uniforms & Emblems Inc.	Public Safety & Fire House Supplies & Equipment	284-08	4/1/2008 - 3/31/2011
	Moore Medical LLC	First Aid Supplies & Equipment	294-08	6/1/2008 - 5/31/2011
9/14/2010	Moridge Manufacturing, Inc.d/b/a Grasshopper	Grounds Maintenance Equipment/Irrigation Products & Installation	292-08	6/1/2008-5/31/2011
	Myer's Tire Supply	Tires, Tubes & Auto Parts, Supplies & Equipment	307-08	12/01/2008 - 11/30/2011
	O'Reilly Auto Parts	Tires, Tubes & Auto Products	307-08	12/01/2008 - 11/30/2011
11/2/2010	Park Place Recreation Design, Inc.	Parks, Recreation & Field Lighting Products & Installation	346-10	10/1/2010 - 9/30/2013
	Pasco Brokerage, Inc.	Food Services & Equipment & Services	274-07	10/1/2007 - 10/31/2010
1/25/2011	Pitney Bowes	Office Supplies & Equipment	328-09	11/1/2009-10/31/2012
11/2/2010	Ricoh Americas (IKON-Ricoh Bus. Sol.) (Copiers)	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
12/21/2010	S & S Worldwide	Instructional Supplies & Equipment	328-09	11/1/2009-10/31/2012
	SGS Industrial DBA Sea Garden	Public Safety & Fire House Supplies & Equipment	284-08 339-10	4/1/2008-3/31/2011 6/01/2010-5/31/2013
	Safeguard Universal	Awards, Trophies & Personal Recognition	343-10	7/1/2010-6/30/2013
12/13/2010	Sexauer	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010-5/31/2013
	SHI Government Solutions	Technology, Eq., Software, Supplies & Telecomm	331-09	11/01/2009 - 10/31/2012
	Southern Tire Mart	Tires, Tubes & Auto Products	307-08	12/01/2008 - 11/30/2011
11/16/2010	School Health Corporation	First Aid Supplies and Equipment	294-08	6/1/2008-5/31/2011
	Staples	Office Supplies & Equipment	328-09	11/01/2010 - 10/31/2012
	Superior Alarms	Radio Communication Products	285-08	4/1/2008-3/31/2011

		Fire & Security & Monitoring Supplemental Technology Products Software & Supplies	325-09 289-08	10/1/2009-9/30/2012 4/1/2008 - 3/31/2011
	Tandus US LLC	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08	3/01/2009 - 2/28/2012
	Toshiba Business Solutions	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
	Vance Hunt Libraries	School, Office, Library & Dormitory Furniture	337-10	04/01/2010 - 03/31/2013
	Siddons Fire Apparatus, Inc.	Fire Apparatus	323-09	9/01/2009 - 8/31/2012
	B&H Photo-Video Pro Audio Inc.	Stage Curtains , Lighting & Stage / Stadium Sound Systems	331-09	11/01/2009 - 10/31/2012
	Dooley Tackaberry, Inc.	Public Safety & Fire Supplies & Equipment	284-08	4/1/2008 - 3/31/2011
	Gunn Chevrolet	Vehicles	281-07	10/1/2007 - 12/01/2010

TPSS-Term contracts P.O.s;

CC Date	Vendor	Contract Description	Contract	Contract Term
7/20/2010	1st Choice Restaurant Equip. & Supply	Commercial Refrigerators, Freezers, Merchandisers, ice makers/dispensers	740-A1	5/2010-03/2011
9/7/2010	Alaven Pharmaceutical, LLC	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2007-2/2011
	Ansell Healthcare Products Inc.	Contraceptives	269-A4	7/2006-9/2010
	Apothecus Pharmaceutical Corp.	Contraceptives	269-A4	7/2006-9/2010
	Auburn Pharmaceutical Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2007-2/2011
8/31/2010	BDI Pharma Inc.	Vaccines & Biologicals	269-A2	01/2007-11/2010
	Bob Barker Company, Inc.	Clothing & Apparel	200-A1	3/2010-11/2010
6/29/2010	Canon	Photocopier Lease & Rental	985-L2	5/2009 – 08/2011
	Central Texas Medical Equipment & Supplies	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2007-2/2011
	Compliance Diagnostic Equipment LLC	Drug & Alcohol Testing Products	193-A2	7/2007-6-2011
8/3/2010	GT Distributors	Police Equipment & Accessories	680-A1	1/2010 – 10/2010
	Graybar Electric	Electrical Equipment & Supplies	285-A1	1/2010-8/2011
	Johnson Grayson Automotive dba Holiday Chevrolet	Automotive and Law Enforcement Vehicles	071-A1	2/2009-12/2010
	Kyocera Konica Mita America Inc. – Minolta	Photocopiers-Rental Renewal Only	985-A5	9/2002-8/2011
6/15/2010	MMS A Medical Supply Co.	Hospitals Sundries (Disposables) including syringes	475-A1	5/2006- 11/2010
	Midwest Medical Supply	Hospitals Sundries (Disposables) including syringes	475-A1	5/2006-11/2010
	National Vitamin Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2007-2/2011
	Neopost National Government Account	Postage Meters-Rental Renewal Only	985-R1	11/2006-8/2011
	Office Communications Systems, Inc	Photocopiers-Rental Renewals Only	985-A6	9/2005-8/2011
	Pitney Bowes Inc.	Lease for Mail Equipment, Meters, Scales & Purchase of Supplies Postage Meters-Rental Renewal Only	985-L1 985-R1	11/2008-8/2011 11/2006-8/2011

	PlumbMaster, Inc.	Plumbing Parts, Fixtures & Supplies	670-A2	11/2005-10/2010
2/1/2011	Pollock Paper Distributors	Paper and Plastic Products, Disposable	640-A1	8/2006-5/2011
10/19/10	Precision Delta Corp.	Police Equipment & Accessories	680-A1	1/2010-10/2011
	Prescription Supply Inc.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2007-2/2011
	Presto Printing	Business Cards through TX Smartbuy	966-N1	1/2007-8/2011
	Products Unlimited, Inc.	Hospitals Sundries (Disposables) including syringes	475-A1	5/2006- 11/2010
	Richmond Pharmaceuticals, Inc.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2007-2/2011
	Rodzina Industries, Inc.	Custom & Stock Rubber Stamps	615-A2	3/2010-12/2010
6/29/2010	Sam Pack's Five Star Ford	Automobiles & Law Enforcement Vehicles	071-A1	2/2009 – 08/2010
	Sanofi Pasteur, Inc.	Vaccines & Biologicals Influenza Vaccine	269-A2 269-A3	1/2007-11/2010 3/2010-2/2011
	Sharp Electronics Corporation	Photocopiers-Rental Renewal Only	985-A6	9/2005-8/2011
9/28/2010	TIBH Industries, Inc.	Drug and Alcohol Testing Products	193-A2	7/2007/6/2011
	Tetra Medical Supply Corp.	Hospitals Sundries (Disposables) including syringes	475-A1	5/2006- 11/2010
	Texas Correctional Industries	Laundry Supplies Name Plates Easels & Signs (engraved) up to 24"x48" Posture Back Ergonomic	505-A2 665-A2 425-A8	1/1960-12/2099 12/2001-11/2099 8/2006-12/2099
	Texas Department of Criminal Justice	Furniture TCI & TIBH Chairs, Desks, Tables, Sofas, Bookcase	425-A5	5/1987-12/2099
8/31/2010	Total Pharmacy Supply Inc.	Hospital Sundries (Disposables) including Syringes	475-A1	05/2006 - 11/2010
	Voss Lightning	Electrical Equipment & Supplies	285-A1	1/2010-8/2011
	Xerox Corporation	Photocopier Lease & Rental	985-L2	5/2009-8/2011

TPSS-DIR;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
9/21/2010	ARC Austin Ribbon & Computer Supplies, Inc.	DBITS-Technology Migration/Upgrade Software Computer, Thin Clients and Terminals/Computer Operations Services/Software	886 293 601 890	1/13/2013
	A T & T	Cisco Networking Equipment Telecommunication Contract for Wireless Voice & Data/Cellular Services Networking Services	233 597 826	
12/28/2010 6/29/2010	CDW Government, Inc./Oki Data Americas, Inc. CDW Government, Inc.	Computer Equipment, Software, Components, Peripherals & Software Computer Equipment, Software, Components, Peripherals & Software Computer Equipment, Software, Components, Peripherals & Software Computer Equipment, Software, Components, Peripherals & Software	508 592 673 1364	5/10/2011

	CDW 3 Com	Computer Software for Mini and Main Frames (Pre programmed)	229	
11/30/2010	CRC - Computer Repair Center	Scanners	1364	5/5/2014
	Calence	Computer Equipment, Software, Components, Peripherals & Software Networking Products & Services Audio Conferencing Services, Technology-Based, Conferencing & Video Services Networking Equipment	236 235 838 1369	
10/5/2010	Calence, LLC dba Insight Networking	Network, Networking Equipment, Network Prod. & Serv. & Tele-Network Serv.	1460	8/30/2014
	Calence Physical Security Solutions, LLC	Surveillance Camera Products & Related Services	580	
	Cima Solutions Group	Software	292	
	Copy Graphics	Canon Printers, Multifunction Products, and Related Services	509	
	DLT Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	513	
	Daptiv/CIMA	Software Supplies & Services	841	
	Dell Marketing LP	Computer Equipment, Software, Components & Peripherals Software	251 600 568 890 1014	
6/29/2010	ESI Acquisition Inc.	Contract for Products & Related Services	822	
7/27/2010	Environmental Systems Res. Institution	Software 1/5/2011	492	
	Hewlett Packard Co.	Computer Equipment, Software, Components, Peripherals & Software	223	
	Insight	Computer Equipment, Software, Components, Peripherals & Software	223	
2/8/2011 **2/14/2011**	***MTM Technologies, Inc.***	**Computer Equipment, Software, Components, Peripherals & Software, Network Equipment, Products & Services, Tele-Network Services, Tele-Telecommunication Equipment**	264 **1469** 1585	**10/22/2014** 8/17/2011-8/17/2014
12/21/2010	Presidio Networked Solutions, Inc.	Networking Equipment, Tele-Network Services & Networking Products & Services	1367 1547	5/20/11-5/20/14 9/22/11-9/22/14
11/30/2010	Reyna Enterprises, Inc. dba CRC	Software	1364	5/5/2014
	SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	810 890	
	SHI Government Solutions, Inc.	Purchase or Various Software	1009	
	SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	1364	
11/23/2010	Spillman Technologies, Inc.	Software	1623	11/3/2014
2/8/2011	Sprint Solutions, Inc.	Tele-Wireless Data and Wireless/Cellular	611	11/19/2011
	Tech Depot	Computer Equipment, Software, Components, Peripherals & Software	223	
6/29/2010	Verizon Wireless	Wireless Voice & Data Services and Equipment	604	10/2/2011

	Votec	Software	937	2/27/2011-2013
6/29/2010	Xerox	Products & Services	515	

TPSS-TXMAS contracts;

CC Date	Vendor	Contract Description	Contract	Contract Term
8/3/2010	Access Imaging Solutions LLC	Document Imaging	9-36010	6/5/2009 – 3/30/2014
8/10/2010	Aria Medical	Medical Equipment and Supplies	7-6511A020	2/9/2007-6/29/2013
8/3/2010	4MD Medical Solutions	Medical Equipment	10-65IIA010	11/19/2009-8/14/2013
	All Steel Inc.	Office Furniture	9-71I030	10/31/2008-9/30/2013
	Beta Technology, Inc.	Food Service, Hospitality, Cleaning Equip. & Supplies, Chemicals & Services	5-73050	7/13/2005-3/31/2015
	Bob Barker	Clothing Uniforms, Footwear & Accessories	8-840140	7/23/2008-7/31/2011
	Business Interiors by Staples The Hon Company	Special Use Furniture	6-71111060	5/10/2006-3/26/2011
	B&H Photo & Video	Photographic Equipment-Cameras, Photographic Printers and Related Supplies & Services (Digital and Film –Based)	8-67030	1/25/2008-8/2/2014
	B&H Photo & Video	VCRS, VCP, DVD, Monitors & Monitors/Receivers, Including Spare & Repair Parts, and Accessories	8-58I020	1/25/2008-11/30/2010
1/25/2011	DMI Furniture, Inc.	Office Furniture	5-7110220	5/24/2005-5/6/2011
	Datum Filing Systems Inc.	Office Furniture	5-711010	9/15/2004-5/31/2012
	Diaz Floors & Interiors	Floor Covering	5-721A060	2/17/2005-8/3/2014
9/21/2010	Dream Ranch d b a Cartridge World	Ink and Toner Cartridges	8-75040	7/23/2008-5/31/2012
	Emergency Vehicle Equipment	Total Solutions for Law Enforcement, Security, Facilities Mgt. Fire, Rescue, Clothing, Marine	5-840180	6/17/2005-8/31/2014
	Ergogenesis, LLC	Office Furniture	3-7110470	8/22/2003-9/30/2011
	Fed Ex Kinko’s	The Office, Imaging & Document Solution	5-36020	1/14/2005-10/13/2013
6/15/2010	Firetrol Protection Systems, Inc.	Facilities Maintenance & Management	6-03FAC020	7/12/2006-4/23/2011
	GCR Tires Centers Of Pharr	Tires	7-261020	1/19/2007-12/20/2011
	Global Industries, Inc.	Office Furniture	3-7111010	11/21/2002-12/31/2012
11/16/2010	Jasper Seating Company, Inc. dba J.S.I and Community	Office Furniture	9-71I020	10/9/2008 – 6/24/2013
	Kimball International Marketing	Office Furniture	3-711060	12/16/2002-1/27/2012
6/29/2010	Lawson Products Inc.	Hardware Superstore	3-51V030	7/7/2003-4/7/2011
	MCS	Access Control Systems	9-84060	6/23/2009-11/30/2013

	MSC Industrial Supply Co.	Hardware	3-51V020	6/4/2003-10/31/2012
	Mayline Company	Office Furniture	4-7110330	7/2/2004-11/30/2011
	Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light/medium truck, & bus, & retread svcs.	7-261010	12/19/2006-12/5/2011
9/21/2010	OCE North America, Inc.	Office, Imaging & Document Solutions Copying Equipment	2-36010	8/1/2002-9/30/2011
12/13/2010	Red Wing Shoe Industrial	Shoes	9-84090	8/12/2009-9/30/2012
	Separation Systems Consult, Inc.	Environmental Services	7-899030	6/27/2007-2/20/2011
	Sherwin Williams	Maintenance & Hardware	5-51V010	10/11/2004-1/31/2013
	Simplexgrinnell, LP	Total Solutions for Law Enforcement, Security Facilities, Mgmt., Fire, Rescue, Clothing, Marine	5-84070	12/6/2004-6/30/2012
	Snap-On Industrial	Hardware Products & Services	3-51V010	9/20/2002-1/31/2011
	Southern Tire Mart LLC-Michelin Bridgestone	Tires	7-261010 7-261020	12/19/2006-12/5/2011 1/19/2007-12/20/2011
7/20/2010	State Industrial Products	Hardware Superstore 12/27/2004 – 11/30/2010	5-51V020	12/27/2004-11/30/2010
	Tandus US, Inc.	Floor Covering	5-721A060	2/17/2005-8/3/2014
11/22/2010	The Hon Company	Office Furniture	6-71111060	5/10/2006 – 3/26/2011
	Tire Centers, LLC Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light truck, med truck, & bus & retread services	7-261010	12/19/2006-12/5/2011
	Tremco, Inc.	Bldg. & Bldg. Materials/Industrial Services & Supplies	6-56050	3/6/2006-5/31/2014
	United Rentals, Inc.	Hardware Superstore, Heavy Vehicle Equipment	7-51V080	7/5/2007-1/27/2011
	Visual Innovations Company, Inc.	Professional Audio/Video, Telecommunications and Security Solutions	4-581010	10/24/2003-7/7/2012
	W.W. Grainger, Inc.	Industrial, Janitorial Supplies	2-539030	8/26/2002-11/30/2010
	World Wide Imaging Supplies	Office Products	8-75030	5/2/2008-10/1/2012

TPSS-State Travel Management Program;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Enterprise Rent a Car	Car Rental	TX-C1080	3/31/2004-3/31/2011
	Avis Rent a Car Systems	Car Rental	TX-C1080	3/31/2004-3/31/2011

TIPS;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	3-C Technology	Audio Visual Equipment & Supplies Computer Equipment, Components & Peripherals	1032609 1072309	3/26/2011 7/23/2011

US Communities;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Auto Zone	Auto Parts & Accessories	060143	6/26/2006-6/25/2011
9/14/2010	DACO	Daco Fire Equipment (Converter)	FS12-09	3/1/2010-11/30/2011
12/07/2010	GTSI	Computer Equipment, Software, Components & Peripherals Software	RQ09-997736-42D	5/01/2009-4/30/2013
	Graybar	Electrical Products	MA-43272-6	1/31/2011
	Hagemeyer	Homeland Security and Public Safety	RQ06-814063-10A	10/7/2005-9/30/2011
	Insight Public Sector	Technology Products Equipment & Technology Services/Solutions	RQ-09-997736-42b	5/01/2009-4/30/2013
8/03/2010	Service Wear Apparel	Uniform and Work Apparel	A1465-10	9/01/2010-12/31/2014
	The Home Depot	Maintenance/Hardware Supplies	05091	12/1/2008-11/30/2011
	Zep	Janitorial Supplies	2007-118-3034	12/31/2010
6/22/2010	Tech Depot	Technology Products & Solutions	RQ09-997736-42C	5/1/2009-4/30/2013

TCPN;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Best Buy Gov LLC	Audio Visual Equipment and Services	R-4705	9/30/2006-9/30/2011
6/15/2010	CAS Companies, LP	Job Order Contracting Services	R-5004	3/31/2010-3/31/2015
	CDW	Computer, Components, Peripherals & Software	R-4713	9/30/2006-9/30/2011
	GovConnection	Computer, Components, Peripherals & Software	R-4718	9/30/2006-9/30/2011
8/17/2010	Jamail & Smith Construction	Job Order Contract (JOC)	R4957	3/31/2010-3/31/2015
9/14/2010	Office Depot	Furn., Office, Instructional or Library Office & School Supplies, Printing & Shipping Services, Promotional Prod./Printing Services.	R5023	7/12/2010-2/28/2015
	M & A Technology	Computer, Components, Peripherals & Software	R-4721	9/30/2006-9/30/2011
	Tandus US LLC	Commercial Floor Covering Systems	R-4882	7/31/2008-7/31/2013
	Tech Depot	Computer, Components, Peripherals & Software	R-4716	9/30/2006-9/30/2011
	Trane	Heating, Ventilating, Air Conditioning & Plumbing	R-4669	12/31/2005-12/31/2010
	ThyssenKrupp Elevator Corp.	Elevator Products & Services	R-4679	5/31/2006-5/31/2011
	Troxell Communications	Audio Visual Equipment and Services	R4708	9/30/2006-9/30/2011
	Xerox Corporation	Document Management (Copiers)	R-4671	5/31/2010-5/31/2015
	Xerox Supplies	Paper fine	R-4929	12/31/2009-12/31/2014

GSA;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	CDW	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-0195J	
8/3/2010	Comtech LLC	Software and Services	GS-35F-0431K	
	Dell	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-4076D	
11/23/2010	Element K Corporation	IT Solutions & Electronics	GS-35F-0042L	10/19/2015
12/28/2010	ICx Technologies, Inc.	Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, Special Purpose clothing, Marine Craft & Emergency/Disaster Response	GS-07F-0117U	12/5 2012
11/16/2010	ICS Jail Supplies, Inc.	Total Solutions for Law Enforcement, Security, Facilities Mgmt. Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response	GS-07F-0552U	9/29/2013
	NYP CORP	Shipping, Packaging and Packing Supplies	GS-14F-1237H	
9/21/2010	Phonetics Inc. dba Sensaphone, Inc.	Computer Equipment, Software, Components, Peripherals & Software	GS-07F-9463S	4/30/2011
	Tactical Gear Now, Inc.		GS-07F-5508R	
6/29/2010	Galls/Aramark		GS-07F-0157M	

HGAC;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	A & B Communications	Communications Equipment & Services	RA01-08	
12/13/2010	Caldwell Country Chevrolet	Current Model Cars & Light Trucks	VE03-06	Thru Oct 31, 2011
9/21/2010	Daco Fire Equipment	Fire Apparatus (All types)	FS12-09	3/1/2010-11/30/2011
	EF Johnson Co.	Communications Equipment & Services	RA01-08	
12/13/2010	Kustom Signals, Inc.	Emergency Equipment & Supplies (Law Enforcement	EF 04-09	4/1/2009-3/31/2011
	Motorola	Communication Equipment & Services	RA01-08	12/31/2011
12/21/2010	Source Incorporated of Missoury dba Source, Inc.	Wireless Telecomm Equipment & Services	CW05-02 CW10-09	6/1/2005-5/31/2012 11/1/2009-10/31/2012
	Sprint	Communication Equipment & Services	CW-05/02	6/1/2005-5/31/2012
	Superior Alarms	Surveillance & Access Control Equipment	SE05-05	
	Superior Alarms	Video Surveillance Systems	SE05-08	
7/20/2010	Superior Alarms	Surveillance, Access Control & Security Fencing	SE05-10	05/1/2010 – 04/30/2012

CHOICE FACILITY PARTNERS;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
12/07/2010	Herrera & Hunt	Job Order Contracting and Related Services	09/040JC-07	6/16/2009-6/15/2011/4
12/07/2010	Herrera & Hunt, Inc.	Job Order Contracting and Related Services	07/007JC-01	5/15/2007-5/14/2011 / 1
10/12/2010	Hydro-Stop Inc. LLC	Roofing	08/021JC-01	7/1/2008 – 7/31/2011/2
12/07/2010	Alpha Building Corporation	Job Order Contracting and Related Services	06/035JC-01	12/19/2007-2/24/2011/2
12/07/2010	Alpha Building Corporation	Job Order Contracting and Related Services	10/030JC-01	02/22/2010-02/21/2011/6

NJPA NATIONAL JOINT POWERS ALLIANCE

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
2/14/2010	***Pasco Brokerage, Inc.***	**Appliances & Equipment**	**12020-PBI**	**12/18/2013**

***Denotes: New Vendor added for approval**

Contract Renewed

AI-25225 **11.G.**

BCAP - Precinct No.2 - Round III Invoice No.03.09 BCTD Dos Logistics, Inc.
CC CONSENT

Date:	02/14/2011
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department

Information

CAPTION

Approval of payment for Invoice No. 03.09.BCTD in the amount of $3,884.99 (3rd Call, various projects) as submitted by project engineer DOS Logistics, Inc.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 1 ACCT. #: 1-1312-431-00-122-940-0-334

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

BUDGETARY IMPACT:

P.O.# 618018 available balance is $3,884.99 as of 02/10/11.

Attachments

Link: Invoice No.03.09 BCTD Sundwoner's Subdivision

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	02/09/2011 08:58 AM	APRV
2	Purchasing Department		02/11/2011 07:41 AM	PEND
3	Budget & Management	Angela Garcia	02/09/2011 02:32 PM	APRV
4	Roland Garcia	Rolando Garcia	02/10/2011 10:52 AM	APRV
5	Auditor's Office		02/11/2011 07:41 AM	NEW

Form Started By: Marcie Jackson Started On: 02/09/2011 08:28 AM

Final Approval Date: 02/11/2011

Dos Logistics, Inc.
212 W. 3rd Street
Weslaco, Texas 78596
967-968-8800 Fax: 967-447-8194

Invoice No. 03.09 BCTD

INVOICE

Customer	
Name: Hidalgo County Precinct No. 2 **Address** 301 East State Street **City** Pharr **State** Texas **Zip:** 78577 **Attention** Agapito Vargas	**Date:** February 8, 2011 **Project Name:** TXDOT Border Colonia Access Funded Colonia Round III

Description

P.O. # 618018

Request For Payment No. 3 - Funded Colonia Round III

Engineering services rendered towards completion of the Preliminary Phase and Design Phase for the TXDOT Border Colonia Access Funded Colonias Round III

See Attached Schedule

REQ# 147222 P.O.# 618018
1-1312-431-00-122-940-0-334→$3,884.99
SUNDOWNER'S SUBDIVISION

INVOICE RECEIVED BY: _____ ON 2/9/11
GOODS/SERVICES RECEIVED BY: _____ ON 2/9/11

Contract Amount:	**$50,716.88**
Amount To Date:	$38,136.84
Amount Paid To Date:	$34,251.85
Amount Due This Invoice:	**$3,884.99**

We Appreciate Your Business

Dos Logistics, Inc.
Border Colonia Access Program - Round III

Work Authorization No. 1
Schedule of Values

TWDB ID #	Colonia Name	Engineering Fee	Preliminary Design Ph. (%)	Preliminary Design Phase 40%	Final Design Phase (%)	Final Design Phase (40%)	Construction Phase 20%	Construction Phase 20%	Total This Invoice	Previous Payment	Current Amount Earned	% Completed	Engineering Fee Available Balance
3C1080940	Sundowner's Rtmt. Cts. S/D	$19,424.96	100%	$7,769.99	100%	$7,769.98	100%	$3,884.99	$19,424.96	$15,539.97	$3,884.99	100%	$0.00
3C1080465	Miller Re-Subdivision Lot A	$12,643.31	75%	$3,792.99	0%	$0.00			$3,792.99	$3,792.99	$0.00	30%	$8,850.32
3C1080262	Esperanza Estate S/D	$18,648.61	100%	$7,459.45	100%	$7,459.44			$14,918.89	$14,918.89	$0.00	95%	$3,729.72
		$50,716.88		$19,022.43		$15,229.42		$3,884.99	$38,136.84	$34,251.85	$3,884.99		$12,580.04

Project Completion
Anticipated Completion Date: 04/25/11

Extension
Date Extension was approved Court:

Project Engineer
Name (Print): Hugo P. Gonzalez Jr., PE

Signature:

Date: 8-Feb-11

Colonia Access Program Director

Date:

AI-25222 **11.H.**

Requesting approval of 1 Yr Extension with Abrego Towing & Auctioneer Services

CC CONSENT

Date:	02/14/2011
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to exercise the one (1) year extension option as provided under current contract for "Auctioneer Services," for Hidalgo County under the same rates, terms, and conditions with Abrego Towing & Storage, LLC. C-09-058-03-03

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #:

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

BUDGETARY IMPACT:
NO BUDGETARY IMPACT

Attachments

Link: Extension Letter

Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/09/2011 02:23 PM	APRV
2	Budget & Management	Angela Garcia	02/09/2011 02:35 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	02/09/2011 03:00 PM	APRV
4	Auditor's Office		02/11/2011 07:41 AM	NEW

Form Started By: Rocio Villarreal Started On: 02/09/2011 07:59 AM

Final Approval Date: 02/11/2011

PURCHASING DEPARTMENT
County Of Hidalgo

February 2011

Abrego Towing & Storage, LLC
Anna M. Abrego, Manager
PO Box 3[illegible]8
McAllen, Texas 78502

Via Facsimile (956) 383-2534
Via Email: annaabrego@aol.com

Re: C-09[illegible]8-03-03-Auctineer Services for Hidalgo County

Dear Ms. Abrego:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's s[illegible] option to exercise an extension as provided in the current contract (under the same rates, terms and [illegible]nditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of February 14, 2011, for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m. on February 17, 2011,via facsimile to (956) 956[illegible]3-2629 or email to : rocio.villarreal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: [signature] Date: 03-08-2011

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2[illegible]6. 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

PURCHASING DEPARTMENT
County Of Hidalgo

February 9, 2010

Abrego Towing & Storage, LLC
Anna M. Abrego, Manager
PO Box 3038
McAllen, Texas 78502

Via Facsimile (956) 383-2534
Via Email: annaabrego@aol.com

Re: C-09-058-03-03-Auctineer Services for Hidalgo County

Dear Ms. Abrego:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an 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 16, 2010, for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m. on February 10, 2010,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: Anna M Abrego Date: 2/10/2010

ANNA M ABREGO

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 §

AGREEMENT FOR AUCTIONEER SERVICES
C-09-058-03-03

THIS AGREEMENT FOR AUCTIONEER SERVICES (the Agreement) is entered into effective as of this the **3rd** day of **March, 2009** by and between **HIDALGO COUNTY, TEXAS**, ("County") and **Abrego Towing & Storage LLC, a Texas Limited Liability Company**, ("Company").

WHEREAS, County has solicited proposals from qualified parties to conduct public auction sales of surplus and/or seized property (Trailer/Semi-Trailer, Independent Motorcycles, Travel Trailer, and Wholesale) belonging to County, Department of Community Supervision and Corrections, Hidalgo County Headstart, Women Infant and Children, Urban County, Hidalgo County HIDTA Task Force, District Attorney, Sheriff's Office; and

WHEREAS, Auctioneer has submitted a bid to provide the services required by County in accordance with the request for Bids attached hereto as Exhibit "A"(Procurement Packet) and Auctioneer bid proposal attached hereto as Exhibit "B" (Bid Page); and

WHEREAS, County has determined that the proposal by Auctioneer is the lowest and best bid submitted, and a contract should be awarded to Auctioneer; and

WHEREAS, the parties wish to further reduce to writing their representations, warranties and agreements regarding the services to be provided by Auctioneer to County.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows;

1. In the event County, in its sole discretion, determines that surplus or seized property in its possession is to be sold and that the services of a state-licensed auctioneer are required, the County will publish in at least one newspaper of general circulation in the County, at its own expense pursuant to Chapter 263.153 of the Texas Local Government Code, an advertisement of the sale of surplus or salvage property. Such notice shall be published on or after the 30th day but before the 10th day before the date of sale.

2. Auctioneer agrees to provide the services as described in the Specifications attached hereto as Exhibit "A (the "Services") for and on behalf of County.

3. For and in consideration of Auctioneer's services hereunder, County agrees to pay Auction a fee equal to twelve percent (12%) of the gross sales receipts of any auction conducted by Auctioneer. Such amount may be deducted from the sales receipts by Auctioneer prior to remitting to County the cashier's check for the net sales.

4. The term of this agreement shall be for a period of one (1) year from the effective date hereof, as first- written above. County, in its sole discretion, may elect to extend the term of this contract for an additional two (2) one year term, under the same rates, terms and conditions. Contract may be extended at the sole discretion of County for an additional sixty (60) days Grace Period at the end of the contract term for unforeseen delay in award of the new bid for the next contract term. unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

5. Auctioneer represents and warrants to County as follows:

(a) Auctioneer is licensed by all appropriate federal, state and local agencies to conduct the Services herein described.

(b) A true and correct copy of Auctioneer's license is attached hereto as Attachment #1 to Exhibit "B".

(c) Auctioneer has been issued a Auctioneer License and Independent Dealer General Distinguishing Number or GDN, as evidenced by Attachment #1 to Exhibit "B".

(d) Auctioneer understands that County retains the sole discretion to determine if an auction is to be conducted which requires the services of a licensed auctioneer, and that the awarding of this bid and the execution of this Agreement by County do not constitute any representation or guaranteed that any such auction will occur.

(e) Concurrently with his execution of this Agreement, Auctioneer has presented to County a certificate of insurance indicating a Five-Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy, naming County as an additional insured. Automobile Liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers compensation Act, Texas Labor Code Chapter 401, et.seq. Each policy of insurance required hereunder shall extend for a period equivalent to the term of this Agreement. Auctioneer

shall give at least thirty (30) days written notice to the County Judge prior to the cancellation of any such coverage.

(f) Auctioneer or any person providing service hereunder by or through Auctioneer shall be prohibited from purchasing any goods tendered by County hereunder for which Auctioneer has performed, directly or indirectly, the Services.

(g) County and Auctioneer agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

6 Auctioneer agrees to promptly notify County of any suspension, termination or revocation of Auctioneer's License or of the liability insurance coverage required, hereunder, in which event County may, in its sole discretion, elect to immediately terminate this Agreement.

7. With respect to any property seized by any law enforcement agency of Hidalgo County, or any cooperative agency of which Hidalgo County is a party, including, but not limited to, the Hidalgo Intensity Drug Trafficking Area, Auctioneer agrees to store such property for County for the period prior to any sale being conducted. No storage fees will be assessed to County or any cooperative agency as herein described, for the storage o such property, without regard to the fact that such property is not, upon final adjudication, awarded to County, or that County, upon final award or adjudication, elects to retain such property for its own use, rather than to sell it at public or private auction. To the extent permitted by the court in which any forfeiture or seizure proceeding, Auctioneer may elect to charge its usual and customary storage or impoundment fees, consistent with the fee schedule attached hereto as Exhibit "B-1" and incorporated herein by reference, to the owners of seized property held by Auctioneer which is awarded back to such owners upon final adjudication of the forfeiture or seizure proceeding. Auctioneer shall announce at each auction prior to starting, that all vehicles must be registered within twenty (20) working days and that a vehicle to be exported shall be expored within seventy two (72) hours from date of auction sale Auctioneer shall also announce that all items are sold as is, and with no warranty. Vehicles that will be exported after the auction should be clearly marked on the vehicle's windshield.

8. Auctioneer agrees to provide a storage area consisting of three (3) acres and an enclosed warehouse, (minimum of 1,000 sq. ft), and will provide twenty-four hour security monitoring service (i.e. surveillance cameras and or security guards).

9. For all non-law enforcement departments, no property shall be allowed into Auctioneer's compound unless the property has been previously declared surplus through Commissioners' Court. Proof of such action must be requested by Auctioneer. Items being sent to Auctioneer for storage prior to auction must be cleared through the Purchasing Department's Surplus Manager. The Surplus Manager will coordinate with Auctioneer and the respective departments in

arranging for the transfer of items that are to be auctioned.

10. The storage area provided by Auctioneer pursuant to Paragraph 7, above, shall be open for business during normal working hours at least seven (7) hours, daily, excluding weekends and official County holidays. In addition, Auctioneer will maintain personnel at the storage location 24 hour per day, and will post emergency access telephone numbers for deliveries of property after hours, and on weekends or holidays.

11. Auctioneer will conduct any auction sale required hereunder at any location within Hidalgo County, as requested by County, including Auctioneer's auction center. Sales will be scheduled on dates and at times mutually convenient to the parties hereto, and so as to enhance the public's attendance at such sales. In the event a scheduled sale must be cancelled by either party hereto, or because of inclement weather, the sale will be rescheduled for the next appropriate date upon which both parties are available.

12. Unless minimum bids are otherwise specified by County in writing prior to conducting of an auction sale hereunder, all auctions will result in sales of all items to the highest bidder. County will, unless otherwise specified in writing, with sufficient advance notice to Auctioneer for inclusion in any auction catalogue or published listing, convey merchantable title to all goods sold at auction: the parties acknowledge, however, that County may, from time to time, be required to convey items without warranty of title.

13. Auctioneer will indemnify and hold County harmless from any and all claims, actions, liability and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission or failure was Auctioneer or that of any person providing services hereunder by or through Auctioneer. Upon written notice from County, Auctioneer will resist and defend at its own expense, and by counsel reasonably satisfactory to County, any such claim or action.

14. The terms and conditions of the specifications attached hereto as Exhibit "A" and the bid submitted by Auctioneer attached hereto as Exhibit "B" are incorporated herein by reference and are made a part hereof as if such were fully set forth herein. In the event of any conflict between any other term of this Agreement and those terms incorporated herein the provision set forth in the text of this Agreement shall control over the term or condition expressed in the provisions incorporated.

15. **Miscellaneous Provisions**

15.01 **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.

15.02 **No Waiver**. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

15.03 **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 County and Auctioneer, and not otherwise.

15.04 **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.

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

If to County:	Hidalgo County, Texas Attention: County Judge 100 E. Cano, 2nd Floor Edinburg, Texas 78539
With copy to:	Hidalgo County Purchasing Department Attention: Purchasing Agent 100 E. Cano, 4th Floor Edinburg, Texas 78539
If to Auctioneer	Abrego Towing & Storage, LLC Attention: Anna M. Abrego PO Box 3038 McAllen, Texas 78502

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.

15.06 **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.

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

15.08 **Assignment.** This Agreement shall not be assignable by either party hereto without the prior written consent of the other. Consent to any assignment of this Agreement shall not constitute consent to any future or subsequent assignment by either party hereto.

15.09 **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.

15.10 **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.

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

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the day and year first above written.

Approved on Commissioners' Court March 3, 2009

COUNTY OF HIDALGO

Juan D. Salinas, III County Judge

COMPANY
Abrego Towing & Storage, L.L.C.

By: _____

Printed Name: ANNA M ABREGO

Title: MANAGER

ATTEST :

Arturo Guajardo, Jr. County Clerk

APPROVED AS TO FORM
Atlas & Hall, LLP

By: _____
Steve L. Crain

EXHIBIT "A"

PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST

HIDALGO COUNTY "AUCTIONEER SERVICES"
Bid No: 09-058-02-11

1. **Request For Bid Letter.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
3. **Exhibit "A" Specifications consisting of 6 pages.**
4. **Exhibit "B" Bid Page consisting of 1 page.**
5. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.**
7. **Vendor/Bidder Application and W-9 form consisting of 6 pages.**
8. **Draft Requirements Agreement consisting of 8 pages.**
9. **Certification Regarding Debarment 1 page.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

January 26, 2009
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

January 26, 2009

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids -**"AUCTIONEER SERVICES"**
Bid No: 09-058-02-11-YSI

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ysi

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 09-058-02-11-YSI	Buyer: Yvette S. Islas	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY DEPARTMENT
"AUCTIONEER SERVICES"

BID OPENING DATE:
February 11, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Hwy Bus 281-Administration Building
Edinburg, Texas 78539

LEGAL NOTICE **BID NO: 09-058-02-11-YSI**

1. Sealed bids will be received for **"HIDALGO COUNTY–AUCTIONEER 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-09-058-02-11-YSI-HIDALGO COUNTY-AUCTIONEER SERVICES"** and in County's Purchasing Department, 2812 S Hwy Bus Hwy 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, FEBRUARY 11, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS - 09-058-02-11-YSI - RFB-HIDALGO COUNTY-AUCTIONEER SERVICES".** 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-AUCTIONEER 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 Administration Building
Purchasing Department
2812 S Hwy Bus 281
Edinburg, Texas 78539
ATTN: MARTHA L. SALAZAR
(956) 318-2626

17. Schedule of Events

Bid Opening, 9:30 AM	**February 11, 2009**
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or

damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"AUCTIONEER SERVICES"
BID NO.: 09-058-02-11-YSI

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S Hwy Bus 281 - 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 BID SPECIFICATIONS
AUCTIONEER SERVICES

BID NO: 09-058-02-11-YSI

Project Overview:

Hidalgo County is seeking to contract with a qualified vendor to conduct all public auction sales of personal and/or real property called by the Hidalgo County Commissioners Court which require the services of a Licensed Auctioneer, as determined by the Court in its sole discretion on an AS NEEDED BASIS. Auctioneer shall conduct the public auction sales of personal and/or real property of Hidalgo County including, but not limited to the following:

1.) All Hidalgo County departments under general and road and bridge fund;
2.) State and/or Federal funded programs, i.e. Department of Community Supervision and Corrections, Headstart, WIC, Drainage District #1 and Urban County;
3.) Law Enforcement Agencies, or Cooperative Agencies of which Hidalgo County is party, i.e. Hidalgo County HIDTA Task Force, District Attorney, Sheriff's Department, and DPS;

Note: Agencies shall obtain prior written approval from State and Federal agencies and submit to the Purchasing Department before the sale or disposition of any equipment purchased with funds from State and Federal regardless of cost.

Specifications & Requirements, Terms & Conditions

1. Auctioneer shall be licensed to perform public and private auctions within the state of Texas in accordance with all applicable Texas laws and regulations. ***A copy of all the bidder's Auctioneer License and Independent Dealer General Distinguishing Number or GDN must be submitted along with bid for:***

   A. Trailer/Semi-Trailer
   B. Independent Motorcycles/All Terrain Vehicles
   C. Travel Trailers
   D. Small Vehicles (i.e. cars, pick-ups, sport utility vehicles)

   NOTE: Refer to Texas Department of Transportation form LP021 of the Motor Vehicle Division for clarification.

2. Bids will be based on the percentage of gross sale proceeds to be retained by Auctioneer on sales conducted by the Auctioneer during the contract term. Hidalgo County will require documentation (vendor invoice & customer receipt copies) on additional charges **to buyers** (at buyer's option) for batteries, locksmith services, etc.

3. Auctioneer will make all vehicles and equipment presentable so as to receive the best possible bid in addition the auctioneer should also start all vehicles that are in working condition during auction.

4. Auctioneer will maintain throughout the contract term, all insurances and its limits for **Automobile, General, Workers Compensation Insurance and all licenses held**. (Refer to Exhibit "C").

5. Auctioneer will have twenty-four hour security monitoring service (i.e. surveillance cameras and or security guards) at Auctioneer location or wherever auctioneer stores property including but not limited to the following;

   1.) All Hidalgo County departments under general and road and bridge fund;

2.) State and/or Federal funded programs, i.e. Department of Community Supervision and Corrections, Headstart, WIC, Drainage District #1 and Urban County;
3.) Law Enforcement Agencies, or Cooperative Agencies of which Hidalgo County is party, i.e. Hidalgo County HIDTA Task Force, District Attorney, Sheriff's Department and DPS;

6. Auctioneer will be liable for all theft or vandalism of any items which has been accepted for Auction or Storage by awarded Auctioneer.

7. **Auction sales will be conducted at either option A, B or C sites with prior notice given to the Auctioneer:**
   - Option A). Auctioneer's premises
   - Option B). County-owned sites
   - Option C). On-line auctions whether thru the auctioneers or at the County's designated website

8. In the event auction sales are conducted on other than County-owned or controlled premises, Auctioneer shall indemnify Hidalgo County harmless from any claims or damages arising out of the conduct of the sale.

9. **Statutory Notification**:
The County will publish at its own expense, pursuant to Chapter 263.153. Of the Texas Local Government Code:
(a) The Commissioners' Court shall publish notice of a sale of surplus or salvage property in at least one newspaper of general circulation in the County.
(b) The notice must be published on or after the 30th day but before the 10th day before the date of sale.

10. **Promotion of Sale through Auction:**
   A). It will be the Auctioneers responsibility to circulate notices promoting the Auction/Sale at the Auctioneer's expense, in English and Spanish (i.e. publication in newspapers).
   B). Auctioneer **shall provide proof of** such promotion to the Hidalgo County Purchasing Departments Fixed Asset Division as part of the documentation submitted with proceeds.

11. Services to be provided by the Auctioneer and staff at **no expense** to Hidalgo County and all mentioned parties shall include, but not limited to, the following:

   A). Re-keying, detail carwash (to include removal of debris; so as to look presentable) and gas, one week prior to auction with contact's approval;

   B) Auctioneer will check in all items submitted by Hidalgo County and all mentioned parties upon receiving any and all equipment and **will submit an inventory status report** to the Hidalgo County Purchasing Departments Fixed Assets Division on a monthly term;

   C) County vehicles to be physically inspected by auctioneer and a log form (see attached) to be prepared. Vehicles (confiscated, seized, forfeited, etc.) taken to auctioneer's premises by HIDTA, District Attorney's Office, DPS, and Sheriff's Department should also be physically inspected and a log form (see attached) completed by the auctioneer as vehicles arrive to the Auctioneer's premises. All log forms prepared by the auctioneer shall be submitted to the Purchasing Department – Fixed Asset Division no later than 48 hours after the vehicle arrives at the Auctioneer's premises. Vehicles should remain at one location at the Auctioneer's premises and **not moved until the vehicles are released for auction or if the vehicles need to be relocated. Unnecessary mechanical repairs should not be done to vehicles.**

   D) Label & set-up of groups or lots of equipment should be individually identified and marked on the inventory list with a group or lot number. The set up of groups or lots should be made so as to get the most out of the items being sold. Lots should be prepared with the approval of County contact.

   E) Auctioneer will remove all emblems, logos and license plates from vehicles prior to the auction. All plates will be forwarded to the Hidalgo County's Fixed Asset Division;

   F). All copies of any ads, buyers lists, receipts and clearing of all auction proceeds must be forwarded to Hidalgo County Purchasing Departments Fixed Asset Division no later than

fifteen (15) working days from the date of the auction.

G). Auctioneer will handle any disputes that may arise during and at the end of auction & may ask for assistance from the Purchasing Departments Fixed Asset Division if required for resolution.

H). Auctioneer will provide towing service on an **"AS NEEDED BASIS"** to the County;

I). Auctioneer must provide a secure fenced area of at least 3 (three) acres and an enclosed warehouse **(minimum of 1,000 sq. ft.)**, for storage of vehicles and equipment seized/confiscated by law enforcement agencies of Hidalgo County, or any Cooperative agency of which Hidalgo County is a party of, including, but not limited to, the Hidalgo County HIDTA Task Force, DPS, Sheriff's Department, and the Hidalgo County District Attorney's Office and other items which Hidalgo County or all mentioned parties wishes to store for auction or storage from all other department(s) or entities. Storage area must be open at least eight (8) hours a day Monday-Friday and must be available for emergencies on nights and weekends.

J). Auctioneer shall announce at each auction prior to starting, that all vehicles must be registered within twenty (20) working days and that a vehicle to be exported shall be exported within seventy two (72) hours from date of auction sale Auctioneer shall also announce that all items are sold as is, and with no warranty. Vehicles that will be exported after the auction should be clearly marked on the vehicle's windshield.

K). Auctioneer shall video tape or record all auctions and submit copies to the County.

L). Auctioneer will be responsible for preparing and completing the Application for Texas Certificate of Title (form 130U). Texas Motor Vehicle Transfer Notification (form VTR0346) and will stamp all titles and label all vehicles that are to be exported "Export Only" on the front or back of the title and vehicle windshields for all County vehicles to be auctioned and submit all copies to the Purchasing Department.

M). Auctioneer is responsible for retaining records for a period of three years from the date of sale. The records should be made available to the County upon request.

12. A.) No storage fees will be assessed to the County during and at the end of the contract term for any items listed on 1 A., B., C., and D.

B.) No storage fees will be assessed to the County listed on 1 A., B., C. and D. if the County wishes to use items after it has been awarded to the extent permitted by the Court(s) in any forfeiture or seizing proceeding. No storage fees will be assessed to defendant(s), if stated by the Court(s), on item(s) returned to the defendant.

13. Auctioneer may elect to charge its usual and customary storage, wrecker or impoundment fees, consistent with the fee schedules to the owners of seized property held by the Auctioneer which is awarded to such owner upon final adjudication of the forfeiture or seizure proceeding by any Court.

14. No storage fees will be assessed to Hidalgo County for any remaining vehicles upon expiration of the contract term.

15. In the event that the Auctioneer cannot respond adequately to the needs of the County by reason of meeting the County's auction schedule or any other reason, the Auctioneer shall advise the Hidalgo County Purchasing Department in writing within 24 hours of said inability. The County shall have the right to deduct the cost incurred in having to provide said services from the payment to be made to the Auctioneer under the contract and the existing contract will be canceled.

16. Hidalgo County reserves the right to audit the records of the auctioneer related to the sale(s) of all County property at the auction site.

17. County items shall be **first priority** in all sales, to include State and Federal funded departments / programs as identified in project overview. Hidalgo County reserves the right to **add/delete** items from the list up to the day of the auction. Hidalgo County reserves the right to video tape or record

any and all auction sales.

18. Hidalgo County reserves the right to view the proposed premises prior to award of bid.

Terms and Conditions:

1. Successful bidder will be awarded a one (1) year term contract with the County's option to extend the term for an additional two (2) one-year term under the same rates, terms and conditions. The award of a contract does not constitute a representation or guarantee by Hidalgo County that any or all public or private auction sales will be conducted by it during the contract term.

2. 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 the next contract term.

3 **Auctioneer, his employees or agents, or any of his associates, shall not have any personal financial interest, directly or indirectly** in the auction, by bidding or causing someone to bid, soliciting or influencing anyone to bid other than through advertising.

4. No fee for Auctioneer Services are payable for items which do not receive the minimum bid or on which County rejects the price offered at auction.

5. The County may, in at sole discretion, allow item(s) with minimum bids established for auction, to be offered for auction as many times as allowed by Commissioners Court, if the minimum bid is not met.

6. Hidalgo County will have thirty (30) working days to remove and relocate all remaining inventory **at no charge** in the event that new provider has not been secured at the completion of the procurement process.

7. Hidalgo County has the right to award all or part of this bid if it is in the best interest of the County.

ADDITIONAL INFORMATION:
Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

A PRE-BID CONFERENCE IS SCHEDULED FOR WEDNESDAY, FEBRUARY 04, 2009 AT 1:30 PM AT THE COUNTY'S PURCHASING DEPARTMENT, LOCATED AT 2812 S HWY BUS HWY 281, EDINBURG, TEXAS.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE/E-MAIL/IN PERSON NO LATER THAN, Wednesday, February 04, 2009 by 5:00 pm. Responses to said inquiries will be sent to all applicants via facsimile/e-mail by no later than, Friday, February 06, 2009 by 5:00 pm.

VEHICLE CHECK IN LIST

DATE OF ARRIVAL (DOA): _____ **TIME OF DAY:** _____

DELIVERED BY: _____ DEPT: _____

YEAR: _____ MAKE _____ MODEL: _____

MILEAGE: _____ LIC PLATE # _____

STYLE: _____ COLOR: _____

VIN # _____

DOA, last 6 VIN No's, from what Dept

"Gets written on driver's side upper area of windshield."

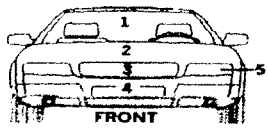
CHECK OPTIONS INCLUDED ON VEHICLE

☐ ABS 4 Wheel	☐ Bedliner	☐ Cruise Control	☐ Moon or Sun Roof	☐ Power Windows	☐ Wide Tires
☐ Air Cond.	☐ Camper Shell	☐ Custom Bumper	☐ Power Door Locks	☐ Roof Rack	☐ Sport Wheels
☐ AM-FM Radio	☐ C.D.	☐ Leather Interior	☐ Power Seats	☐ Running Boards	☐ Stereo
☐ Auto. Trans.	☐ C.D. Changer	☐ Luxury/Sport Pkg.	☐ Power Steering	☐ Rear Sliding Window	☐ Tilt Wheel
					☐ Tow Package

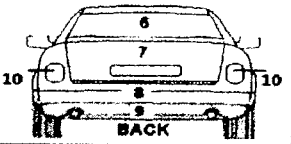
CONDITION OF VEHICLE

Indicate any damage to the vehicle in the space provided using your own words or the following legend. If None write None

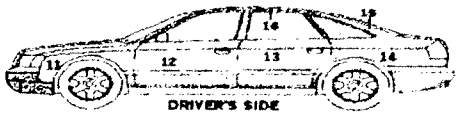
H – Hairline Scratch PT – Pitted T – Torn B – Bent GC – Class Cracked M – Missing
SM – Smashed R – Rusty CR – Creased S – Scratched ST – Stained BR – Broken D – Dented

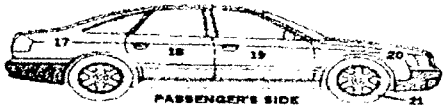


1.	
2.	
3.	
4.	
5.	



6.	
7.	
8.	
9.	
10.	





11.	12.	13	17	18.	19.
14.	15.	16	20.	21	

INTERIOR

☐ CLEAN ☐ AVERAGE ☐ DIRTY

	Good	Worn	Burns	Rips	Stain
Front Carpet	☐	☐	☐	☐	☐
Rear Carpet	☐	☐	☐	☐	☐
Front Seat	☐	☐	☐	☐	☐
Rear Seat	☐	☐	☐	☐	☐
Headliner	☐	☐	☐	☐	☐
Door Panels	☐	☐	☐	☐	☐

Dash ☐ Dent ☐ Crack ☐ Holes

MECHANICAL

Engine	☐ Smooth	☐ Rough	☐ Knock	
Trans / Clutch	☐ Seems OK	☐ Slips		
Air	☐ Blows Hot			
Brakes	☐ Seems OK	☐ Difficult		
Exhaust	☐ Seems OK	☐ Needs Replacement		
Power Malfunction	☐ Windows	☐ Seats	☐ Locks	☐ Roof
Sound Equip.	☐ Inoperative			

Tires	Right Front	Left Front	Right Rear	Left Rear	Spare
Good					☐ Missing
Fair					☐ Included
Poor					

_____ Completed by PRINT:

_____ Completed by SIGNATURE:

ANY ADDITIONAL CONTENTS IN VEHICLE:

DATE OF ARRIVAL: _____ TIME: _____

(EXAMPLES: car seat, luggage, tool box, tools, etc)

Nothing gets removed, relocated or cleared from vehicle before notifying contact person at Hidalgo County Fixed Asset Division 318-2626. "Vehicle or merchandised in vehicle ***(SHOULD NOT)*** be moved prior to auction until approved.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____
21. _____
22. _____
23. _____
24. _____
25. _____
26. _____
27. _____
28. _____
29. _____
30. _____
31. _____
32. _____
33. _____
34. _____
35. _____
36. _____
37. _____
38. _____
39. _____
40. _____

_____ Completed by PRINT:

_____ Completed by SIGNATURE:

EXHIBIT "B"

HIDALGO COUNTY
"AUCTIONEER SERVICES"
BID NO.: 09-058-02-11-YSI

BID PAGE

AUCTION SALE PERCENTAGE %_____

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE & FAX NO.'S:_____

CELLULAR & BEEPER NO.'S:_____

E-MAIL ADDRESS:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD **CERTIFICATE OF INSURANCE**

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A:
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	
	GENERAL LIABILITY			
	AUTOMOBILE LIABILITY			
	GARAGE LIABILITY			
	EXCESS LIABILITY			
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY			
	OTHER			

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; SUBROGATION IS WAIVED

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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ **Date:**_____ **Other:**
Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Less than 250,000 annual gross receipt ☐ Less than 499,000 annual gross receipt ☐ More than 500,000 annual gross receipt ☐ Black American ☐ Hispanic American ☐ Asian Pacific American ☐ Native American ☐ Women ☐ Other
Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No **Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** Yes No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):** **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

Employer identification number
___ ___ - ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | **Signature of U.S. person ►** | **Date ►**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE

EXHIBIT "B"

HIDALGO COUNTY
"AUCTIONEER SERVICES"
BID NO.: 09-058-02-11-YSI

BID PAGE

AUCTION SALE PERCENTAGE % 12.%

BIDDER/COMPANY NAME: ABREGO TOWING & STORAGE LLC

ADDRESS: P O Box 3038

CITY/STATE/ZIP CODE: McAllen, Texas 78502

PHONE & FAX NO.'S: O: 956-631-4601 // 956-316-1810
F: 956-383-2534

CELLULAR & BEEPER NO.'S: (956) 292-3287

E-MAIL ADDRESS: annaabrego@aol.com

AUTHORIZED SIGNATURE: Anna M Abrego

PRINTED NAME: Anna M Abrego

TITLE: Manager
02-10-2009

EXHIBIT "B-1"

FEE SCHEDULE

ABREGO TOWING & STORAGE LLC
P. O. BOX 3038 – MCALLEN, TEXAS 78502
O: 956-631-4601 // 316-1810
F: 956-383-2534
annaabrego@aol.com

RATE SCHEDULE:

Please note: Our storage and transportation rates are registered with the State Of Texas as we are properly licensed by the State Of Texas. These were approved under HB804.

STORAGE RATES:

$20.00 PER DAY PER VEHICLE – Any vehicle or motorized unit less than 25 feet in length.

$31.50 PER DAY PER UNIT – Any vehicle or motorized unit over 25 feet in length

$20.00 PER PALLET PER MONTH – Any merchandise which is palletized must be transportation regulation sized of 50 inches high, 48 inches wide, wood pallet.

$ 5.00 PER PALLET – Any merchandise stored must be set in pallets and pallet are purchased at cost of $5.00 per pallet.

$35.00 PER HOUR FORKLIFT WITH DRIVER – Any merchandise that requires to be palletized in preparation for storage, will require forklift use in unloading and preparation for storage.

$15.00 PER HOUR – LABOR – When required to unload from a 18wheeler in preparation for storage and 18-wheeler is not seized or left for storage.

TRANSPORTATION RATES:

$ 85.00 PER VEHICLE UP TO ONE TON
$175.00 PER UNIT – OVER ONE TON
EACH TRACTOR AND TRAILER WILL BE CHARGED SEPARATELY.

$ 00.00 PER VEHICLE UP TO **ONE TON WITH KEYS** WITHIN 50 MILES RADIUS IF UNIT IS FOR SALE AT THE NEAREST SALE DATE.

$105.00 PER VEHICLE UP TO **ONE TON WITHOUT KEYS** WITHIN A RADIUS OF 50 MILES IF UNIT IS FOR SALE AT THE NEAREST SALE DATE

MOVEMENT OF HEAVY EQUIPMENT, THE RATE IS AT COST.

ABREGO TOWING & STORAGE
MGNT

EXHIBIT "C"

INSURANCE

ABRETOW-01 NADI

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/3/2008

PRODUCER (210) 366-1456
Alexander Insurance Agency
N. E. Loop 410
Suite 902
San Antonio, TX 78209

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
Abrego Towing & Storage, LLC.
P.O. Box 3038
McAllen, TX 78503

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: State National Insurance Company Inc.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY					
		X COMMERCIAL GENERAL LIABILITY	TIP-001785	4/15/2008	4/15/2009	EACH OCCURRENCE	$ 500,000
		CLAIMS MADE X OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 500,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$ 1,500,000
		X POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$ 1,500,000
		AUTOMOBILE LIABILITY					
		ANY AUTO	TIP-001785	4/15/2008	4/15/2009	COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		X SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		X HIRED AUTOS				PROPERTY DAMAGE (Per accident)	$
		X NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					
A		Cargo / On - Hook	TIP-001785	4/15/2008	4/15/2009	Per Scheduled Unit	$50,000
		Garagekeepers'	TIP-001785	4/15/2008	4/15/2009	Legal Liability	$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

STORAGE LOT @ 1/4 Mile West FM 2812 - Edinburg, TX.

CERTIFICATE HOLDER

Hidalgo County
100 East Cano
Edinburg, TX 78539-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE 02/10/2009

PRODUCER
Dewey Young Truckers Insurance
P.O. Drawer 3783
McAllen TX 78502

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
ABREGO TOWING & STORAGE, LLC
P. O. BOX 3038
MCALLEN TX 78502

INSURER A:
INSURER B:
INSURER C:
INSURER D:
INSURER E: TEXAS MUTUAL INSURANCE COMPANY

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	
	GENERAL LIABILITY				EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$
	CLAIMS MADE / OCCUR				MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC				PRODUCTS - COMP/OP AGG	$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO					
	ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	SCHEDULED AUTOS					
	HIRED AUTOS				BODILY INJURY (Per accident)	$
	NON-OWNED AUTOS					
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	OCCUR / CLAIMS MADE				AGGREGATE	$
						$
	DEDUCTIBLE					$
	RETENTION $					$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	SBP7373334	01/14/2009	01/14/2010	X / WC STATU-TORY LIMITS / OTH-ER	
					E.L. EACH ACCIDENT	$ 500,000
					E.L. DISEASE - EA EMPLOYEE	$ 500,000
					E.L. DISEASE - POLICY LIMIT	$ 500,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER: ____

HIDALGO COUNTY PURCHASING DEPT.
100 E. CANO
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 ____ (0) 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 Dewey Young Truckers Ins.

© ACORD CORPORATION 1988

AI-25221 **11.I.**

Sixty Day Extension Request and Authority to Re-Advertise
CC CONSENT

Date:	02/14/2011
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting approval of the sixty (60) day grace period extension as provided under the specifications/contracts so as to have no lapse in services while the procurement process is completed for the following contracts;

1. Contract #C-08-338-02-09-Hidalgo County-Traffic Road Signs And Miscellaneous Equipment with "Delta Specialities";

2. Contract #C-08-338A-02-09-Hidalgo County-Traffic Road Signs And Miscellaneous Equipment with "Custom Products Corp.";

3. Contract C-09-009-03-03-Hidalgo County-New And Used Guard Rail-Beam Materials & Installation with "Guerra Construction";

4. Contract #C-09-022-02-05-Hidalgo County-Mats, Dust Mops, & Shop Rags with "UniFirst Holdings, Inc.".

5. Authority to re-advertise for Hidalgo County-Mats, Dust Mops, & Shop Rags due to no participation

BACKGROUND

Fiscal Impact

FISCAL YEAR:	ACCT. #:
FUNDS AVAILABLE Y/N?:	MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Various users, several account numbers, possible object codes, 433,673,739,679,343,613,679,431.

Attachments

Link: Extension Letter and Contact Documentation-Guerra Construction

Link: EXTENSION-CUSTOM PRODUCTS

Link: DELTA SPECIALITIES

Link: UNIFIRST

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/09/2011 02:21 PM	APRV
2	Budget & Management	Angela Garcia	02/09/2011 03:35 PM	APRV
3	Evangelina Garcia	Vangie Garcia	02/09/2011 05:09 PM	APRV
4	Auditor's Office		02/11/2011 07:41 AM	NEW

Form Started By: Vangie Garcia Started On: 02/09/2011 07:53 AM

Final Approval Date: 02/11/2011

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

February 8, 2011

Guerra Construction
Attn: Richard Guerra
6700 N. Mile 3½ W.
Weslaco Texas 78596

Certified Mail: 7099-3220-0002-9745-6999
email: n_quintanilla@yahoo.com

Re: Sixty-Day Extension for "Hidalgo County-New and Use Guard Rail-Beam Materials & Installation"-Original Contract #C-09-009-03-03

Dear Mr Guerra:

Commissioners' Court will take applicable action (Monday, February 14, 2011) in connection with the Hidalgo County's option to exercise the sixty (60) day grace period for the current contract in place while procurement process is completed and processed, at the same rate, term and conditions.

This notice will be sent via certified mail as well as by email, please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of Monday, February 14, 2011 for discussion, consideration and action, by signing below and returning to the Purchasing Department so as to attach to agenda item for approval, by no later than 11:00 a.m., Wednesday, February 9, 2011, via facsimile to (956) 956-318-2629 or email to evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadline

By: _____ Date: 2-8-11

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification), if applicable.

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,

Vangie Y. Garcia

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-009-03-03

THIS CONTRACT is made and entered into this **12th** day of **March, 2009,** by and between the **County of Hidalgo, Texas** ("County"), and **Ricardo R. Guerra dba Guerra Construction CO.** ("Sole Proprietor").

WHEREAS, Company responded to request for bids for **"New & Used Guard Rail Beam Materials & Installation"**(the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B ("Vendor's Bid")" respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Service to locations within Hidalgo County and other Hidalgo County sites as specified in Exhibit "A" for **"New & Used Guard Rail Beam Materials & Installation"** This Contract does not extend to any third parties any duties or benefits conferred in any

manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Elected Official, Department Head or his designated agent(s)**. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **March 11, 2009** and ending **March 10, 2010** and may be extended at the sole discretion of County for an additional one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having

jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and

that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company **Guerra Construction**
Attn. Mr. Ricardo Guerra
6700 N. Mile 3 ½ W
Weslaco, Texas 78596

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of_____, 2009.

COUNTY OF HIDALGO

By: _____
Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr. County Clerk

COMPANY: Guerra Construction

By: _____

Printed Name: Ricardo Guerra

Title: _____

APPROVED AS TO FORM:

By: _____
Antonio Mendoza, Assistant District Attorney

Approved by Commissioners Court: 3/3/09

EXHIBIT "A"

SPECIFICATIONS/REQUIRMENTS

HIDALGO COUNTY

"New & Used Guard Rail Beam Materials & Installation"

RFB: 2009-009-02-18-YZV

-009-

EXHIBIT "A"
HIDALGO COUNTY
"NEW & USED GUARD RAIL BEAM MATERIALS & INSTALLATION"
(Including all funding sources, Programs and Entities)
BID NO.: 2009-009-02-18-YZV
SPECIFICATIONS

1. The county of Hidalgo reserves the right to partially award the contract in order to meet the budget.

2. It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.

3. Water, sewer, or other utility services shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.

4. In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service and not increase in the Contractor's price and all such repairs conform to the requirements of the company or agency servicing the facility.

5. The Contractor shall exercise extra care to prevent damage to all other structures in the area including buildings, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.

6. Until Acceptance by Hidalgo County of any part or all of the Construction, as provided for in the plans and these specifications, it shall be under charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore or make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.

7. In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify Hidalgo County in writing of his claim for such extra compensation before the begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by Hidalgo County and Contractor.

8. Prospective bidders shall make a careful examination of the project sites.

9. Contractors shall review his overall method and schedule of construction with the County prior to construction for proper coordination of inspection.

10. The Contractor shall at all times provide access to existing homes.

11. No open trenches or excavation shall be left open overnight.

12. The contractor will provide all labor and materials for the subgrade preparation and for preparation of the caliche base. The Precincts will be responsible for placement of Prime Coat

and Hot Mix Asphaltic Concrete or the prepared caliche base. The Contractor shall coordinate this work with the designated precinct's foreman.

13. The initial contract term for this project will be for one (1) year with the County's option to extend for an additional one (1) year terms.

14. 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.

15. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions.

16. Hidalgo County reserves the right to award to one (1) or MULTIPLE vendors which ever is more valuable to the County.

17. Hidalgo County reserves the right to add/delete items as it deems to be in the best interest of the County.

18. Items may be substituted by vendors but, must be **equal or better** and must be approved by the Hidalgo County if quoted item is out of stock.

19. **Market Volatility and Unit Price Adjustment:**

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 to prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and is 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 then (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.

20. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids proposals or statements or qualifications be addressed to, Yolanda Velasquez Buyer, Physical Address: 2802 S. Business Hwy. 281, Edinburg, TX Postal/Mailing Address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, February 11, 2009 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, February 13, 2009 by 5:00 p.m.

TX. DOT SPECIFICATIONS

BID SPECIFICATIONS

ATTENTION: DESIGN ENGINEERS AND GRAPHICS COORDINATORS

TITLE	DESCRIPTION
	BARRIER (FLEXIBLE)
MBGF-94	Metal Beam Guard Fence
GF(RRSP)-96	Metal Beam Guard Fence, Railroad Signal Protection
EMW HBF-74	Expanded Metal Mesh Headlight Barrier Fence
CA HBF-69	Control-of-Access Headlight Barrier Fence
BED-91	Bridge End Details
CLF-00	Chain-Link Barrier Fence, 4 and 6 Foot Height
	BARRIER (RIGID)
CTBI(1)-99	Concrete Traffic Barrier, Type 1, Precast or Cast-In-Place (Bridge)
CTB(2)-92	Concrete Traffic Barrier, Types 2 & 3, Roadway CTB Cast-in-Place
CTBI(3)-00	Concrete Traffic Barrier, Type 2, Roadway CTB at Light Poles
CTBI(4)-00	Concrete Traffic Barrier, Bridge and Roadway with Illumination
PCTB(1)-90	Precast Concrete Traffic Barrier, Type 2
PCTB(2)-96	Precast Concrete Traffic Barrier, Type 2
PCTB(3)-94	Precast Concrete Traffic Barrier, Type 3
HBF(CTB)-81	Headlight Barrier Fence, Mounted on Concrete Traffic Barrier
CBR(P&P)-87	Concrete Barrier Rail (Portable and Precast)
SSCB(1)-99	Single Slope Concrete Barrier, Type 1 (Bridge)
SSCB(2)-00A	Single Slope Concrete Barrier, Type 2
SSCB(3)-00	Single Slope Concrete Barrier, Type 3 (Cast-in-Place at Bridge Ends or Median Obstructions)
SSCB(4)-00	Single Slope Concrete Barrier, Type 4 (Cast-in-Place, Bridge and Roadway with Illumination)
LPCB(1)-92	Low Profile Concrete Barrier (Portable and Precast) (Sheet 1 of 2)
LPCB(2)-92	Low Profile Concrete Barrier (Portable and Precast) (Sheet 2 of 2)
	END TREATMENTS/ATTENUATORS/CRASH CUSHIONS
SGT(7)-01	Single Guardrail Terminal (ET-2000 PLUS)
SGT(8)-01	Single Guardrail Terminal (SKT 350)
CATGR(1)-97	Crash Cushion Attenuating Terminal Details (Sheet 1 of 2)
CATGR(2)-97	Crash Cushion Attenuating Terminal Details (Sheet 2 of 2)
CATCB(1)-97	Crash Cushion Attenuating Terminal Details (Sheet 1 of 2)
CATCB(2)-97	Crash Cushion Attenuating Terminal Details (Sheet 2 of 2)
BRST(1)-94	Brakemaster System Terminal Details
BRST(2)-94	Brakemaster System Terminal Details
QUAD(N)-99	Quadguard System (Narrow)
QUAD(W)-99	Quadguard System (Wide)
QGELITE(N)-99	Quadguard (Elite) System (Narrow)
QGELITE(W)-99	Quadguard (Elite) System (Wide)
REACT(N)-00	Reusable Energy Absorbing Crash Terminal (Narrow REACT 350) (2 Sheets)

TITLE	DESCRIPTION
	PAVEMENTS
BAS-94	Bridge Approach Slab (2 Sheets)
CPCR(1)-94	Concrete Pavement Details, One Layer Steel Placement
CPCR(2)-94	Concrete Pavement Details, Two Layer Steel Placement
FDRCP-94	Full Depth Repair of Concrete Pavement
CPCD-94	Concrete Pavement Details, Contraction Design
TA(CP)-99	Terminal Anchorage for Concrete Pavement
JS-94	Concrete Paving Details, Joint Seals
ST(1)-99	Shoulder Texturing (Milled or Rolled Depressions)
ST(2)-99	Shoulder Texturing (Using Pavement Markings)
	TEMPORARY EROSION
EC(1)-93	Temporary Erosion, Control Measures (Fence & Baled Hay)
EC(2)-93	Temporary Erosion, Control Measures (Rock Filter Dams)
EC(3)-93	Temporary Erosion, Control Measures (Construction Exits)
EC(4)-93	Temporary Erosion, Control Measures (Dikes, Earthwork for Erosion Control)
EC(5)-93	Temporary Erosion, Control Measures (Swales, Earthwork for Erosion Control)
EC(6)-93	Temporary Erosion, Control Measures (Sediment Basins & Traps, Earthwork for Erosion Control)
EC(7)-93	Temporary Erosion, Control Measures (Temporary Pipe Slope Drains)
EC(8)-93	Temporary Erosion, Control Measures (Temporary Paved Flumes)
	MISCELLANEOUS
EMRW-94	Earthwork Measurement at Retaining Walls
CCCG-00	Concrete Curb and Curb and Gutter
RAMP-00B	Pedestrian Ramps (2 Sheets)
RHD-97	Ramp Handrail Details
M-92	Right-Of-Way Markers
WF(1)-94	Barbed Wire Fence and Woven Wire Fence, Timber Posts
WF(2)-96	Barbed Wire Fence and Woven Wire Fence, Steel Posts
PCF-99	Post and Cable Fence
BWI-99	Barrier Wall Inlet, Type 1
MB-96	Mailbox Mounting Details (3 Sheets), (Maintenance Division)

DESIGN DETAILS (REQUIRE THE ADDITION OF PROJECT SPECIFIC DETAILS)

1990 MAILBOX TURNOUT DETAIL
Note: Graphics File: MBTURNOUT.DGN

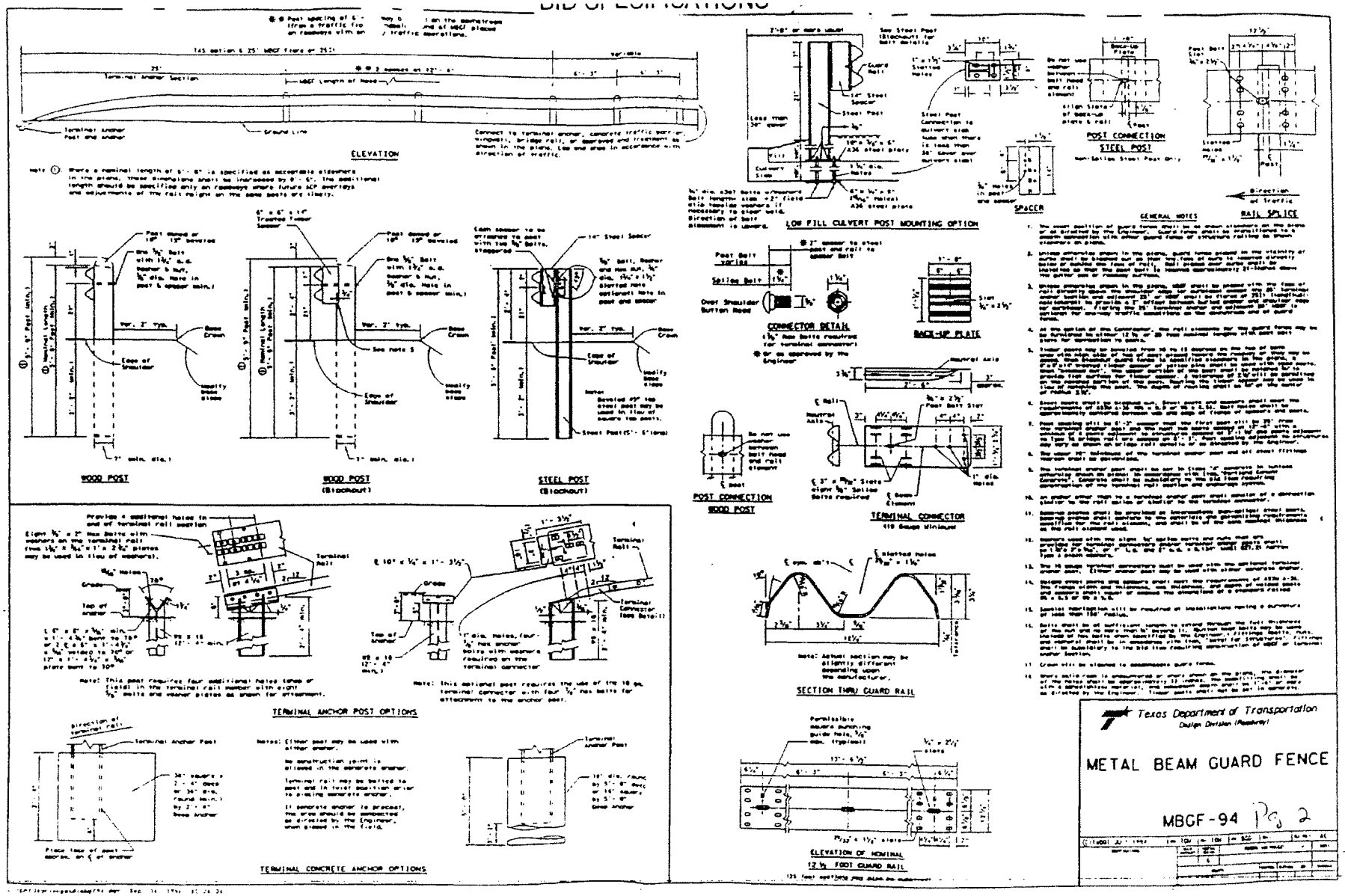
1995 VEHICLE IMPACT ATTENUATOR (SAND FILLED PLASTIC MODULES)
Note: Graphics File: VIASFPM.DGN

CURRENT REVISIONS

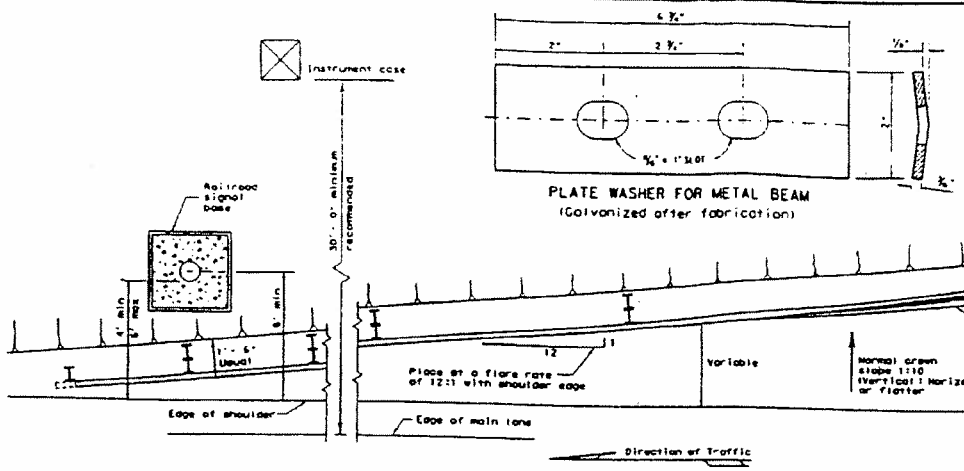
SGT(5)-97 Deleted. Not replaced.
SGT(7)-01 Replaces SGT(7)-00. Revised bill of material, ET 2000 Plus end treatment did not change.
SGT(8)-01 New SKT 350 Guardrail end treatment.
REVISED: July 2001; Contact the Design Division (512) 416-2653

Texas Department of Transportation
Design Division (Roadway)

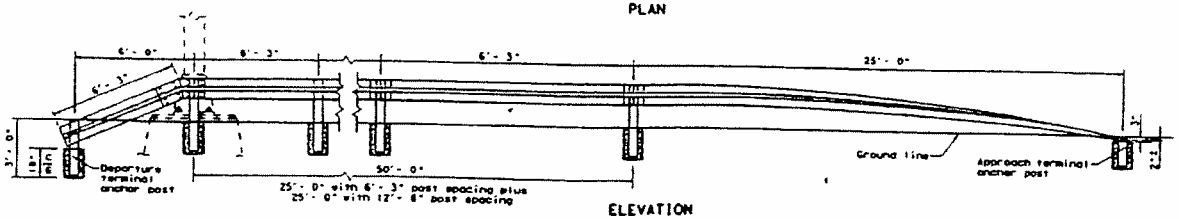
STANDARD SHEETS
AND
DESIGN DETAILS


ELEVATION
WOOD POST
WOOD POST (Blockout)
STEEL POST (Blockout)
LOW FILL CULVERT POST MOUNTING OPTION
CONNECTOR DETAIL
BACK-UP PLATE
POST CONNECTION STEEL POST
SPACER
RAIL SPLICE
POST CONNECTION WOOD POST
TERMINAL CONNECTOR
SECTION THRU GUARD RAIL
TERMINAL ANCHOR POST OPTIONS
TERMINAL CONCRETE ANCHOR OPTIONS
ELEVATION OF NOMINAL 12½ FOOT GUARD RAIL
GENERAL NOTES
Texas Department of Transportation
METAL BEAM GUARD FENCE
MBGF-94 Pg 2

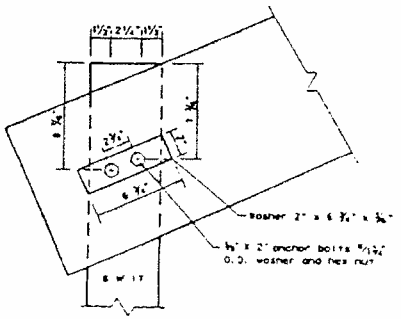
BID SPECIFICATIONS



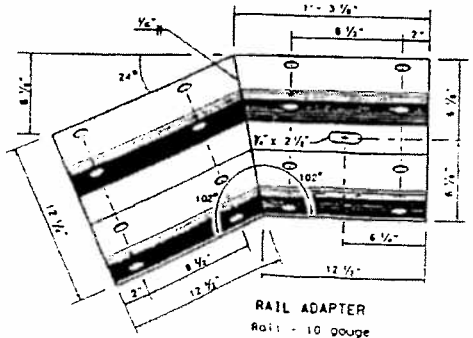
PLAN



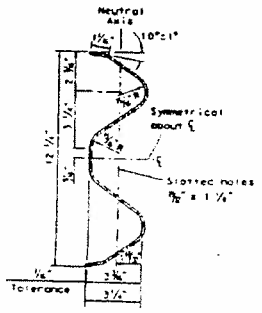
ELEVATION



Departure Terminal
ANCHOR POST



RAIL ADAPTER
Rail - 10 gauge
(Galvanized after fabrication



RAIL ADAPTER END VIEW
Actual section may be slightly different depending upon the manufacturer.

R = Radius
D = Diameter

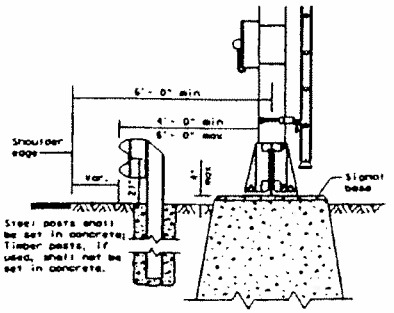


PLATE WASHER FOR METAL BEAM
(Galvanized after fabrication)

GENERAL NOTES

1. For metal beam guard fence details, block out requirements and method of termination, see latest metal beam guard fence details.
2. Timber posts may be used except for terminal installations where steel will be required.
3. The terminal anchor post and rail adapter thereon shall be galvanized as shown.
4. For urban, low speed (less than 50 mph speed zone) facilities, length of guard fence may be reduced as directed by the Engineer to fit street speed and driveway location conditions.

DISCLAIMER:
The use of this standard is governed by the Texas Engineering Practice Act. No warranty of any kind is made by the Texas Department of Transportation for any party's use or adaptation of this standard. The State assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

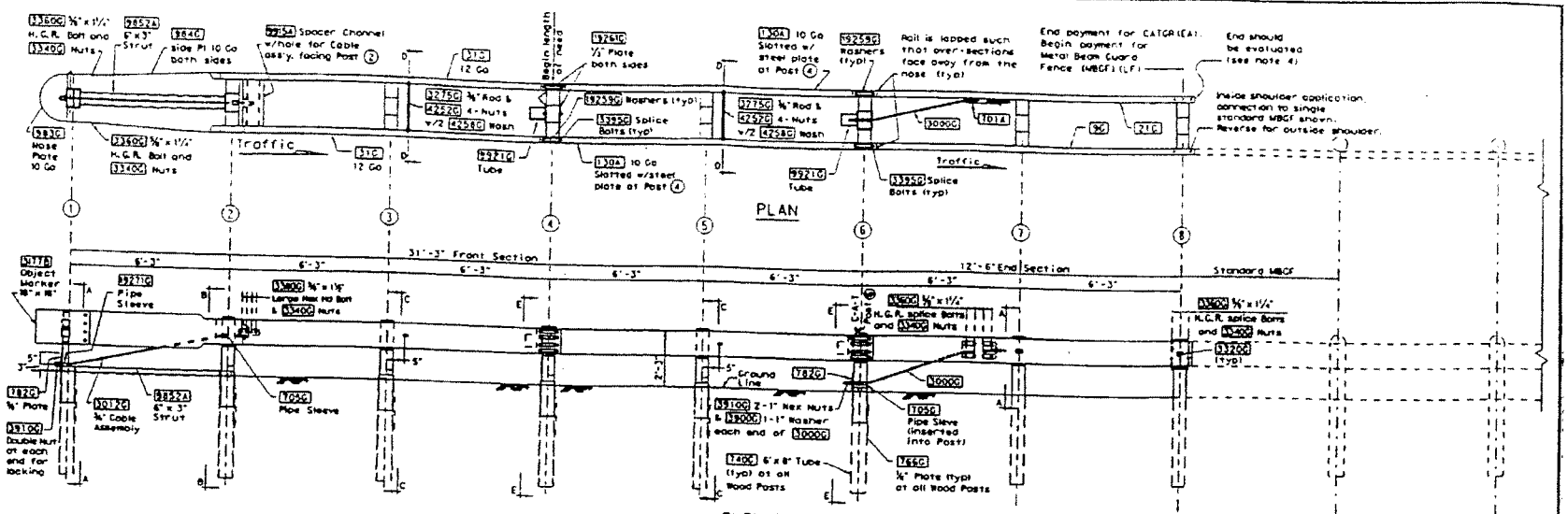
Texas Department of Transportation
Design Division (Roadway)

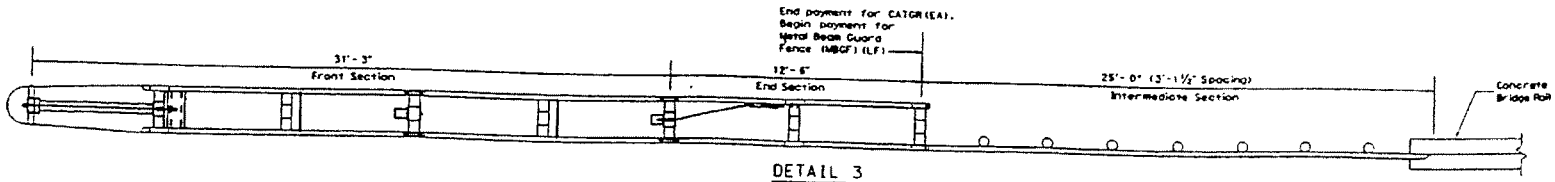
METAL BEAM GUARD FENCE
RAILROAD-SIGNAL PROTECTION

GF(RRSP)-96

Rev 3

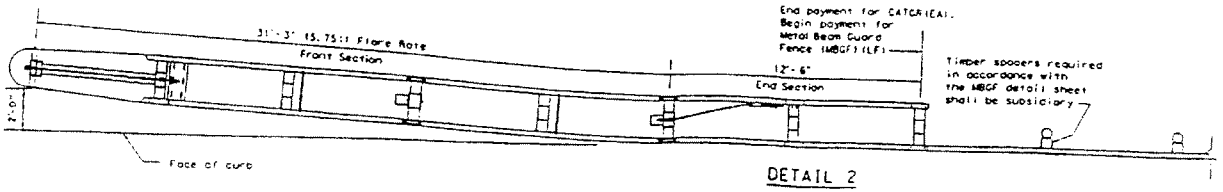
BID SPECIFICATIONS





DETAIL 3

Usual minimum placement to protect bridge ends



DETAIL 2

Placement at curbed locations

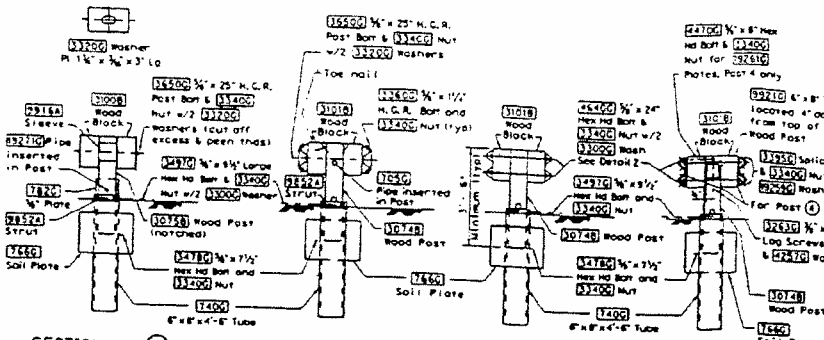
Texas Department of Transportation
Design Division (Roadway)

CRASH CUSHION ATTENUATING TERMINAL (GUARDRAIL)

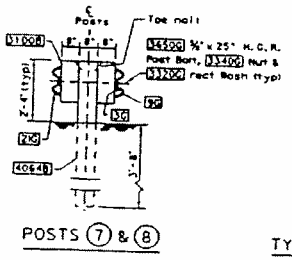
CATGR(1)-97

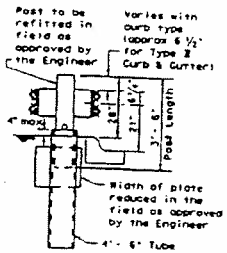
Sheet 1 of 2

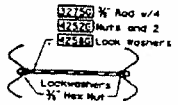
BID SPECIFICATIONS

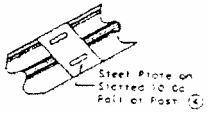


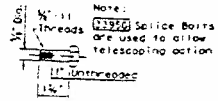
Note:
There are no Rail to Post attachments for Posts (3), (5), & (6)











CATGR GUARDRAIL TERMINAL (POSTS 1-6) BILL OF MATERIALS

Mfr Code #	QTY	DESCRIPTION
983G	1	Nose Plate x 10 GA
984C	2	Side Plate x 10 GA
31G	2	"W" Beam 12 GA x 13'-6 1/2"
130A	2	"W" Beam 10 GA x 13'-6 1/2"
9852A	1	Channel Strut x 6"-6"
740G	6	Steel Foundation Tube
766C	6	Soil Plate 18" x 24"
30756	1	Wood Post 5 1/2" x 7 1/2" (Notched)(Post 1)
30748	5	Wood Post 5 1/2" x 7 1/2" (Post 2 - 6)
3100B	2	Wood Block 5 1/2" x 7 1/2" (Post 1)
3101B	10	Wood Block 5 1/2" x 7 1/2" (Post 2 - 6)
9916A	1	Sleeve (Post 1)
9915A	1	Spacer Channel (Post 2)
9921C	2	Steel Tube (Post 4 & 6)
9271G	1	Pipe Sleeve (Post 1)
705G	1	Pipe Sleeve (Post 2)
9261G	2	Post Plate (Post 4)
782G	1	Bearing Plate (Post 1)
3012G	1	Cable Assembly (From Post 1 to 2)
3275G	2	3/4" Restraint Rod (Post 3 & 5)
9259G	32	Plate Washer (Post 4 & 6)

HARDWARE

3263G	4	3/4" x 2" Lg Lag Screw
4252G	8	3/4" Hex Nut
4258G	4	3/4" Lock Washer
4257G	4	3/4" Flat Washer
33200	4	Rectangular Washer
3395G	32	3/4" x 1 3/4" L. H.H. Splice Bolt
3650G	2	3/4" x 25" Lg H.G.R. Bolt
4640G	8	3/4" x 24" Lg H.H. Bolt
4478G	13	3/4" x 7 1/2" Lg H.H. Bolt
3580G	8	3/4" x 1 1/2" Lg H.H. Bolt
3360G	16	3/4" x 1 1/4" Lg H.G.R. Bolt
3340G	85	3/4" H.G.R. Nut
33000	8	3/4" Flat Washer
3497G	6	3/4" x 9 1/2" Lg H.H. Bolt
39100	4	1" Hex Nut
39000	2	1" Flat Washer

DELINEATOR

3177B	1	Object Marker (18" x 18") (Cut to fit)

CATGR GUARDRAIL TERMINAL (POSTS 7-8) BILL OF MATERIALS

Mfr Code #	QTY	DESCRIPTION
4064B	2	Wood Post 5 1/2" x 7 1/2" x 6'
3101B	4	Wood Block 5 1/2" x 7 1/2"
21G	1	"W" Beam Guard Rail (12 Ga)
9G	1	"W" Beam Guard Rail (12 Ga)
701A	1	Bracket
782G	1	Bearing Plate (Post 6)
705G	1	Pipe Sleeve (Post 6)
3000G	1	Cable Assembly (From Post 6 to Rail)
33200	2	Rectangular Washer

HARDWARE

3360G	24	3/4" x 1 1/4" H.G.R. Splice Bolt
3400G	4	3/4" x 25" H.G.R. Post Bolt
3580G	8	3/4" x 1 1/2" Hex Hd Bolt
3340G	28	3/4" H.G.R. Nut
33000	8	3/4" Washer
39100	4	1" Hex Nut
39000	2	1" Washer

GENERAL NOTES

1. Crown will be widened to accommodate the CAT system. The crown should extend at least 3 feet beyond the inside face of rail. The ground line at posts should be an extension of the roadway surface crown.
2. All bolts, nuts, washers, cable assemblies, cable anchors, post tubes, backup plates, and soil plates shall be galvanized.
3. The exposed end segment of an "End Section" should be evaluated as a potential obstacle in the determination of the need of MBGF for the opposing direction of traffic.
4. As a usual minimum, a 25 foot section of MBGF with uniform post spacing of 3'-1.5" beyond the "End Section" is required immediately upstream of attachment to a rigid barrier. See Detail 3.
5. For placement at curb sections, the height from gutter pan to post bolt will be 21", and the front section shall be flared (See Detail 2).
6. The wood blockouts shall be "toe nailed" to the rectangular wood posts to prevent them from turning when the wood shrinks.
7. Either 6" x 8" or 5 1/2" x 7 1/2" wood blocks may be used at posts 1 through 8 as supplied by the manufacturer.
8. An object marker shall be installed on the front of the terminal as detailed on the DSGN(VIA).

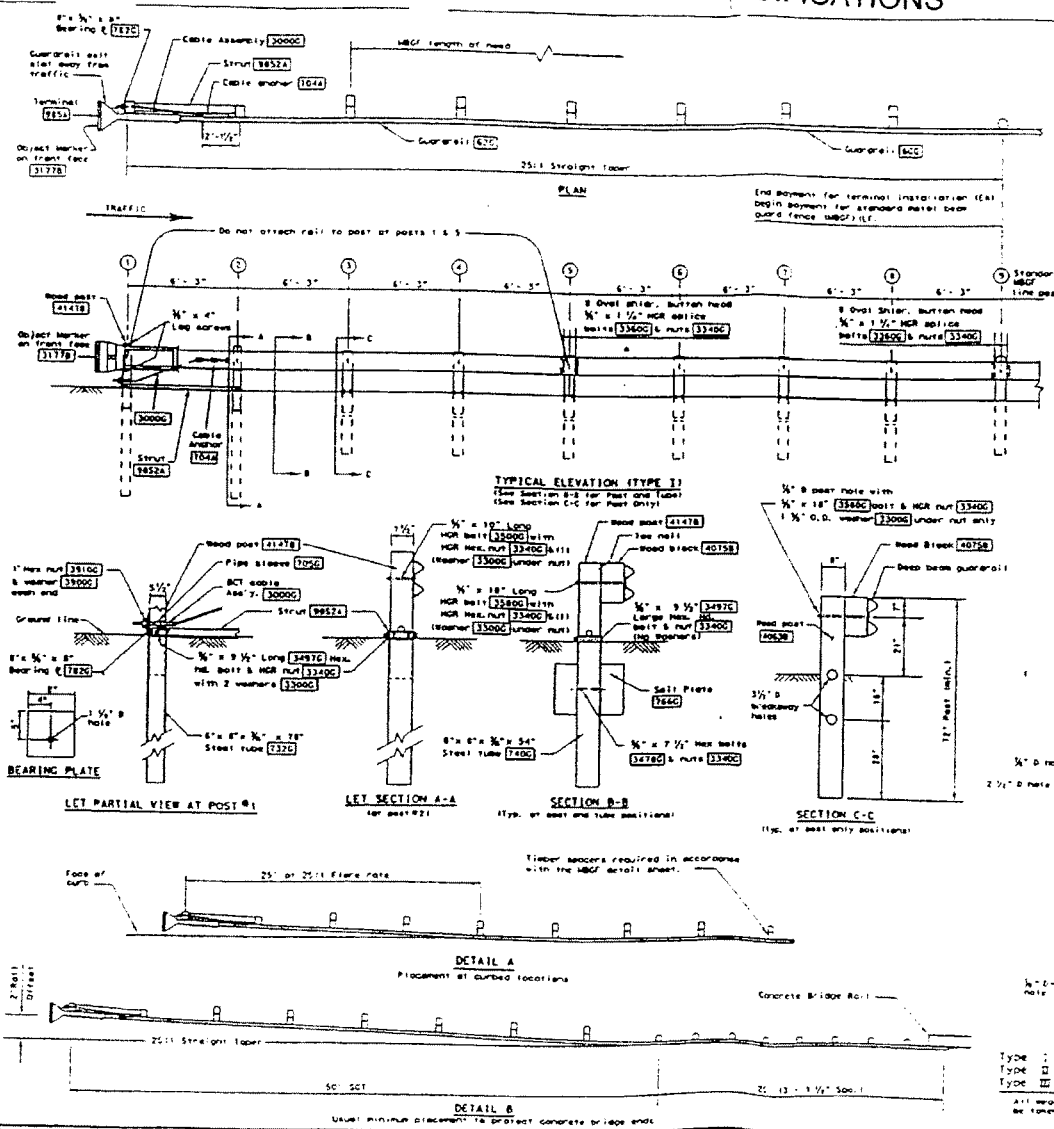
Texas Department of Transportation
Design Division (Roadway)

CRASH CUSHION ATTENUATING TERMINAL (GUARDRAIL)

CATGR(2)-97

Sheet 1 of 1

BID SPECIFICATIONS



DISCLAIMER:
The use of this standard is governed by the Texas Engineering Practice Act. No liability of any kind is assumed by the Texas Department of Transportation for any damages resulting from its use.

GENERAL NOTES

1. The type of SGT unit will be specified elsewhere in the plans. (Numbers in circles indicate post positions.)

	Post & Tube	Post Only
Type I	Posts ① thru ⑥	Posts ⑦ thru ⑧
Type II	Posts ① thru ⑥	Posts ⑦ thru ⑧
Type III	Posts ① thru ⑥	None

2. Wood posts are required with this guardrail end treatment.
3. All bolts, nuts, cable assemblies, cable anchors, steel tubes & bearing plates shall be galvanized.
4. For non-curb installations, the MBGF will be flared at a rate of 25:1 over the first 50 feet of the system to prevent the terminal head from encroaching on the shoulder. The flare may be decreased or eliminated for specific installations if directed by the Engineer. A 25:1 flare rate will be used at curb sections, beginning at post number 1 and ending at post number one.
5. The steel tubes shall not protrude more than 4 inches above ground. Site grading may be necessary to meet this requirement.
6. The steel tubes may be driven with an approved driving head. They shall not be driven with the wood post in the tube. If the steel tubes are placed in drilled holes, the backfill material must be satisfactorily compacted to prevent tube settlement.
7. When rock excavation is encountered, a 12 inch diameter post hole, 20 inches deep may be used if approved by the Engineer. Granular material will be placed in the bottom of the hole approximately 2 ½ inches deep to provide drainage. The steel tube sleeves will be field cut to 20 inches in length, placed in the hole and backfilled with adequately compacted material excavated from the hole.
8. The breakaway cable assembly must be taut. A tooling device, fence grips or another item of equal should be used to prevent the cable from twisting when tightening the nuts.
9. The wood blockouts shall be "toe nailed" to the rectangular wood posts to prevent them from turning when the wood splices.
10. For curb installations, the rail tubes and posts shall be installed at the proper ground elevation behind the curb. The posts will then require field drilling new holes to accommodate the rail to post connection bolt to maintain the proper height of the rail above the gutter pan. The excess post length above the rail will be removed if directed by the Engineer.
11. An object marker shall be installed on the front of the impact head as detailed on OBJMKR(VIA).
12. A special site evaluation should be considered, prior to using this end treatment where there is less than 25 feet between the extrusion side of the end treatment and any adjacent driving lane.

BILL OF MATERIAL

Cable ID	LET-2000 Type I Qty.	LET-2000 Type II Qty.	LET-2000 Type III Qty.	ET-2000 Type II Qty.	ET-2000 Type III Qty.	DESCRIPTION
620	1	1	1	1	1	31' Deep Beam Guardrail (12 Gal at 25')
60C	1	1	1	1	1	87 Deep Beam Guardrail (12 Gal at 25')
732C	2	2	2	-	-	Steel Tube - 6"x 8"x 78"x ⅜"
740C	0	2	6	4	8	Steel Tube - 6"x 8"x 54"x ⅜"
766C	0	2	6	4	8	Soil Plate - 18"x 24"x ½"
41478	2	4	8	4	8	Wood Posts - 5 ½" x 7 ½" x 45"
40638	6	4	0	4	0	Wood CRT Posts - 6"x 8"x 72"
40758	6	6	6	7	7	Wood Block - 6"x 8"x 14"
705C	1	1	1	1	1	Pipe Sleeve - 2" std. pipe x 5 ½"
782C	1	1	1	1	1	Bearing Plate - 8"x 8"x ⅜"
3041	1	1	1	1	1	Cable Anchor
3000C	1	1	1	1	1	Cable Assembly 1⅛" x 78'-1"
98572A	1	1	1	-	-	Inline Strut
9918A	-	-	-	1	1	Offset Strut
985A	1	1	1	1	1	ET-2000 Guardrail Terminal

HARDWARE

3497G	2	4	8	4	8	⅜" x 9 ½" Hex Hd. Bolt (Top of Tubes)
3300C	11	11	11	11	11	⅜" Washers
3478G	2	4	8	8	16	⅜" x 1 ½" Hex Bolt
3500C	1	1	1	-	-	⅜" x 10" Post Bolt (Post 2 of LET)
3580C	4	6	6	7	7	⅜" x 18" HGR Post Bolt (posts ③ thru ⑧)
3560C	18	16	16	16	16	⅜" x 1 ½" HGR Splice Bolt
3340C	27	31	39	35	43	⅜" HGR Nut (1-end, T-posts, 2-strut, 2 each at tube ① thru ⑥)
4278C	2	2	2	2	2	⅜" x 4" Lag Screw
3810C	2	2	2	2	2	1" Hex Nut (anchor Cable)
3900C	2	2	2	2	2	1" Washer (anchor Cable)
31778	1	1	1	1	1	Object Marker (18" x 18")

Type I: Posts ① thru ⑥
Type II: Posts ① ② thru ⑥
Type III: Posts ① ② ③ thru ⑥

All embedment depths should be taken from bottom of posts.

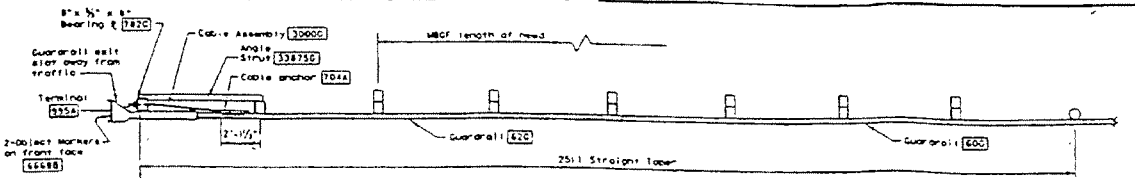
E = Radius
P = Projection

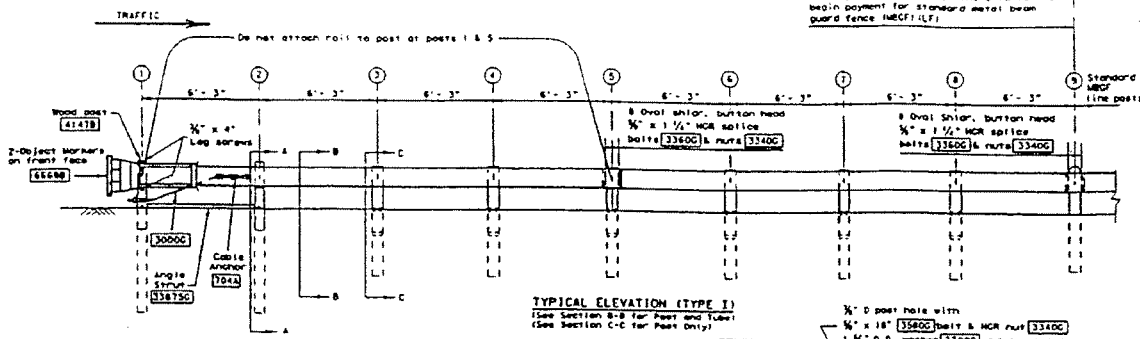
Texas Department of Transportation
Design Division (Roadway)

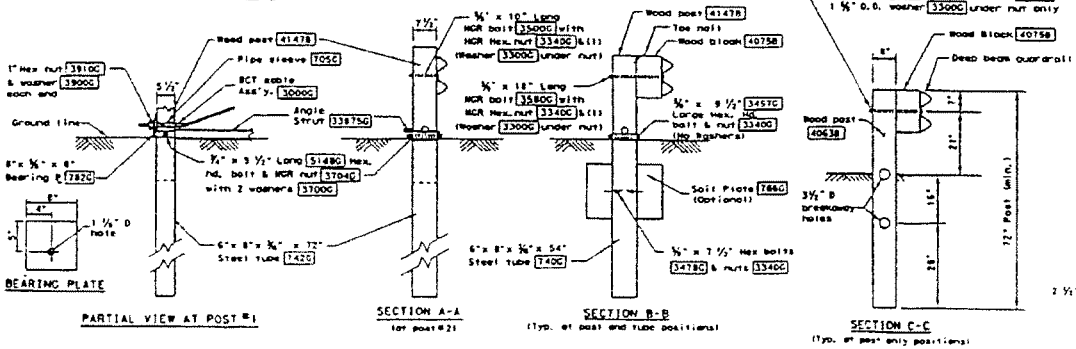
SINGLE GUARDRAIL TERMINAL
(LET-2000 & ET-2000)

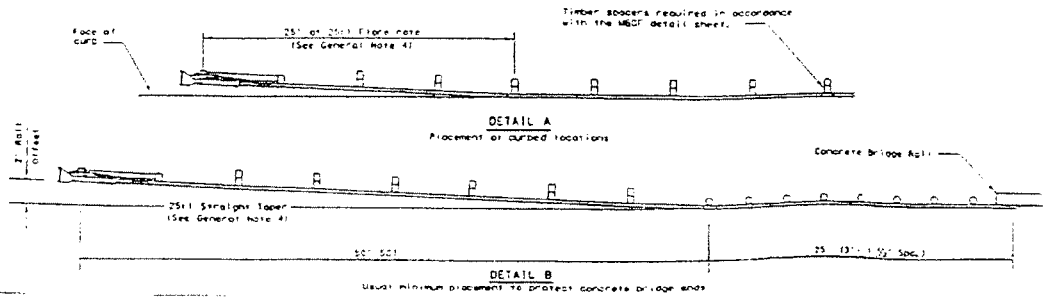
SGT(6)-97 Pg 6

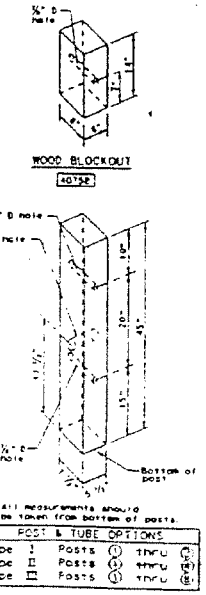
BID SPECIFICATIONS











POST & TUBE OPTIONS		
Type I	Posts (1) thru (5)	
Type II	Posts (1) thru (5)	
Type III	Posts (1) thru (5)	(8) (9)

D = Radius
C = Diameter

GENERAL NOTES

1. The type of SGT unit will be specified elsewhere in the plans. (Numbers in circles indicate post positions.)

Post & Tube Options			Post Only	
Type I	Posts (1) thru (5)		Posts (6) thru (8)	
Type II	Posts (1) thru (5)		Posts (6) thru (8)	
Type III	Posts (1) thru (5)		None	

2. Wood posts are required with this guardrail end treatment.
3. All bolts, nuts, cable assemblies, cable anchors, steel tubes & bearing plates shall be galvanized.
4. For non-curb installations, the MBGF will be flared at a rate of 25:1 over the first 50 feet of the system to prevent the terminal head from encroaching on the shoulder. The flare may be decreased or eliminated for specific installations if directed by the Engineer. A 25:1 flare rate will be used at curb sections, beginning at post number 5 and ending at post number one.
5. The steel tubes shall not protrude more than 4 inches above ground. Site grading may be necessary to meet this requirement.
6. The steel tubes may be driven with an approved driving head. They shall not be driven with the wood post in the tube. If the steel tubes are placed in drilled holes, the backfill material must be satisfactorily compacted to prevent tube settlement.
7. When rock excavation is encountered, a 12 inch diameter post hole, 28 inches deep may be used if approved by the Engineer. Granular material will be placed in the bottom of the hole approximately 2 1/2 inches deep to provide drainage. The steel tube sleeves will be flare cut to 20 inches in length, placed in the hole and backfilled with adequately compacted material incinerated from the hole.
8. The breakaway cable assembly must be taut. A locking device, (vice grips or channel lock pliers) should be used to prevent the cable from twisting when tightening the nuts.
9. The wood blockouts shall be "toe nailed" to the rectangular wood posts to prevent them from turning when the wood shrinks.
10. For curb installations, the soil tubes and posts shall be installed on the proper ground elevation behind the curb. The posts will then require field drilling new holes to accommodate the rail to post connection bolt to maintain the proper height of the rail above the gutter pan. The excess post length above the rail will be removed if directed by the Engineer.
11. An object marker shall be installed on the front of the impact head as detailed on OBJM(VSA).
12. A special site evaluation should be considered, prior to using this end treatment where there is less than 25 feet between the extrusion side of the end treatment and any adjacent driving lane.

BILL OF MATERIAL

Code #	Post & Tube Options: Type I Qty.	Type II Qty.	Type III Qty.	DESCRIPTION
62C	1	1	1	#1 Deep Beam Guardrail (12 Gal at 25')
60C	1	1	1	#2 Deep Beam Guardrail (12 Gal at 25')
742C	2	2	2	Steel Tube - 6"x 8"x 72"± & ¾"
740C	0	2	6	Steel Tube - 6"x 8"x 54"± & ¾"
766G	0	2	6	Soil Plate - 18"x 24"x ½" - Optional
4147B	2	4	8	Wood Posts - 5 ½" x 7 ½" x 45"
4063B	6	4	0	Wood CRT Posts - 6"x 8"x 72"
4075B	6	6	6	Wood Block - 6"x 8"x 14"
705C	1	1	1	Pipe Sleeve - 2" std. pipe x 5 ½"
782C	1	1	1	Bearing Plate - 8"x 8"x ¾"
704A	1	1	1	Cable Anchor
3000C	1	1	1	Cable Assembly (¾" x 78")
33875G	1	1	1	Angle Strut
995A	1	1	1	ET-2000 Plus Guardrail Terminal
HARDWARE				
5148G	2	2	2	¾" x 9 ½" Hex Hd (Top of tubes 1&2)+A325
3300C	7	7	7	¾" Washers
3478C	2	14	14	¾" x 7 ½" Hex Bolt
3500C	1	1	1	¾" x 10" Post Bolt (Post 2 of ET)
3580C	6	6	6	¾" x 18" HCR Post Bolt (posts(2) thru (8))
2260C	16	16	16	¾" x 1 ½" HCR Splice Bolt
3340C	25	43	43	¾" HCR Nuts(16-soil, 3-posts, 2 each of tube (2) thru (8))
4228C	2	2	2	¾" x 4" Lag Screw
3910C	2	2	2	1" Hex Nut (Anchor Cable)
3900C	2	2	2	1" Washer (Anchor Cable)
666BB	2	2	2	Object Marker (12" x 12")
3730C	4	4	4	¾" Washer
3704C	2	2	2	¾" Heavy Hex Nut
3497C	6	6	6	¾" x 9 ½" Hex Hd (Top of Tubes 3-8)+A307

Texas Department of Transportation
Design Division (Roadway)

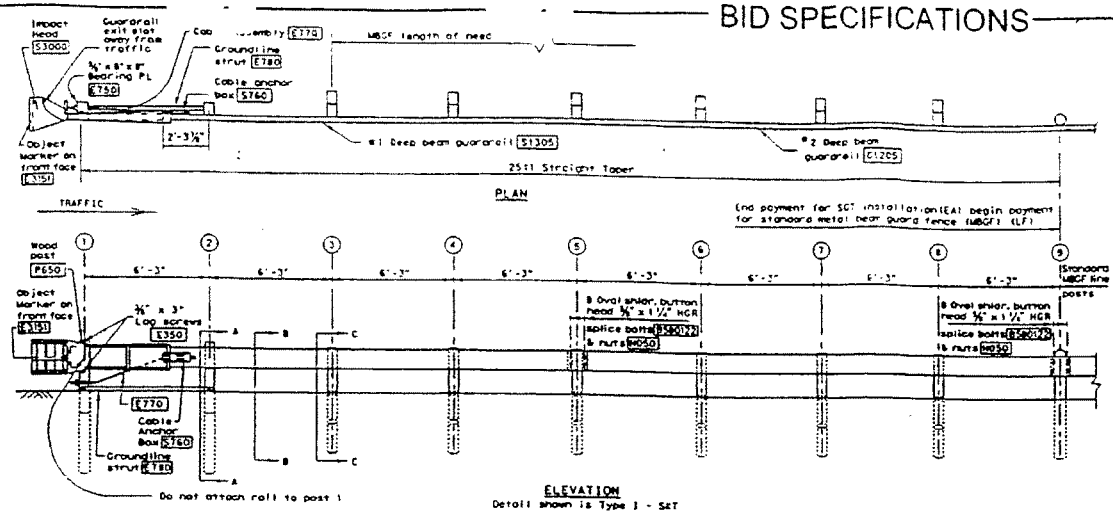
SINGLE GUARDRAIL TERMINAL
(ET-2000 PLUS)
SGT(7)-01

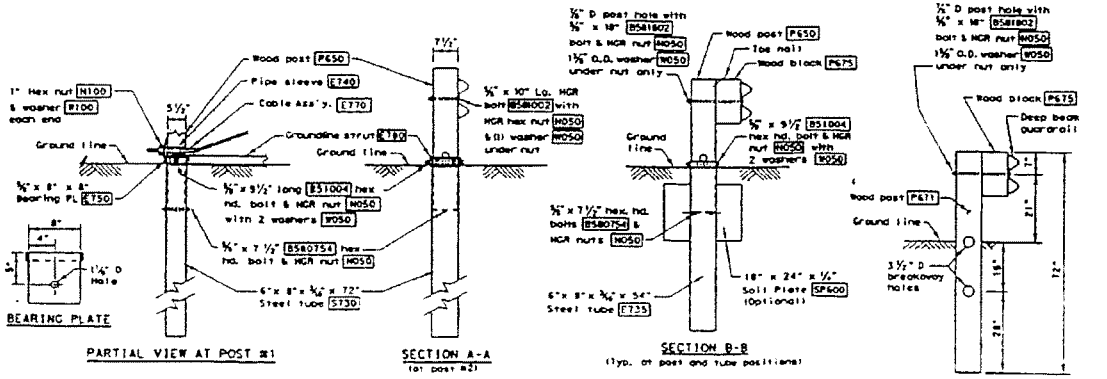
Ps 7

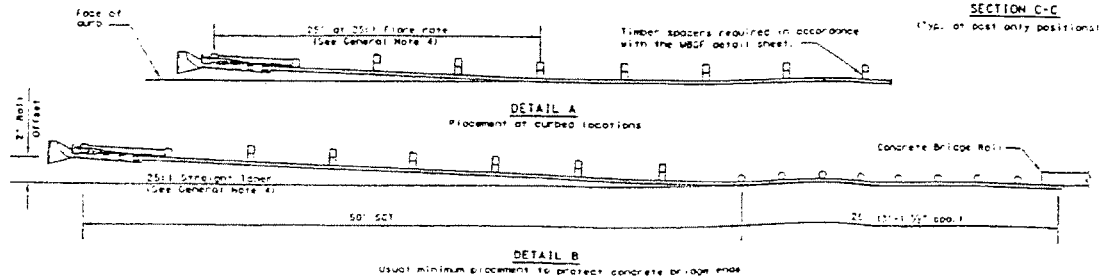
FILE:	SGT01.dgn	DN: TxDOT	CK: TxDOT	DW: BCT	CK:	REVISIONS
©TxDOT April 1997		CONT	SECT	JOB		HIGHWAY
						6

Users warned to use for intended results or damages resulting from its use.

BID SPECIFICATIONS





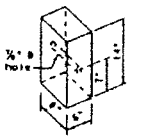


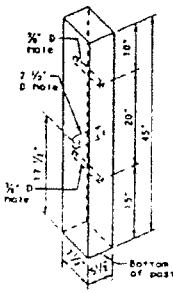
GENERAL NOTES

1. The type of SGT unit will be specified elsewhere in the plans. (Numbers in circles indicate post position.)

Post & Tube Options	Post Only
Type I Posts ① thru ⑫	Posts ⑬ thru ⑱
Type II Posts ① thru ⑭	Posts ⑮ thru ⑱
Type III Posts ① thru ⑱	None

2. Wood posts are required with this guardrail end treatment.
3. All bolts, nuts cable assemblies, cable anchors, steel tubes & bearing plates shall be galvanized.
4. For non-curb installations, the MBGF will be flared at a rate of 25:1 over the first 50 feet or the system to prevent the terminal head from encroaching on the shoulder. The flare may be decreased or eliminated for specific installations if directed by the Engineer. A 25:1 flare rate will be used at curb sections, beginning at post number 5 and ending at post number one.
5. The steel tubes shall not protrude more than 4 inches above ground. Site grading may be necessary to meet this requirement.
6. The steel tubes may be driven with an approved driving head. They shall not be driven with the wood post in the tube. If the steel tubes are placed in drilled holes, the backfill material must be satisfactorily compacted to prevent tube settlement.
7. When rock excavation is encountered, a 12 inch diameter post hole, 20 inches into the rock may be used if approved by the Engineer. Granular material will be placed in the bottom of the hole approximately 2 ½ inches deep to provide drainage. The steel tube sleeves will be field cut to not less than 28 inches in length, placed in the hole and backfilled with adequately compacted material excavated from the hole.
8. The breakaway cable assembly must be taut. A locking device, (vice grips or channel lock pliers) should be used to prevent the cable from twisting when tightening the nuts.
9. The wood blockouts shall be "toe nailed" to the rectangular wood posts to prevent them from turning when the wood shrinks.
10. For curb installations, the soil tubes and posts shall be installed at the proper ground elevation behind the curb. The posts will then require field drilling new holes to accommodate the rail to post connection bolt to maintain the proper height of the rail above the gutter pan. The excess post length above the rail will be removed if directed by the Engineer.
11. An object marker shall be installed on the front of the impact head as detailed on D&TM(IV)(A).
12. A special site evaluation should be considered, prior to using this end treatment where there is less than 25 feet between the outlet slope of the end treatment and any adjacent driving lane.





All measurements should be taken from bottom of posts.

POST & TUBE OPTIONS
Type I - post ① thru ⑫
Type II - post ① thru ⑭
Type III - post ① thru ⑱

BILL OF MATERIAL

Code #	Post & Tube Options: Type I Qty.	Type II Qty.	Type III Qty.	DESCRIPTION
S1305	1	1	1	#1 Deep Beam Guardrail (12 Ga.)
G1205	1	1	1	#2 Deep Beam Guardrail (12 Ga.)
S730	2	2	2	Steel Tube - 6" x 8" x ⅜" x 72"
E735	0	2	6	Steel Tube - 6" x 8" x ⅜" x 54"
SP600	0	2	6	Soil Plate - 18" x 24" x ½" - Optional
P650	2	4	8	Wood Posts - 5½" x 7½" x 45"
P671	6	4	0	Wood CRT Posts - 6" x 8" x 72"
P675	6	6	6	Wood Blockouts - 6" x 8" x 14"
E740	1	1	1	Pipe Sleeve - 2" Std. Pipe x 5½"
E750	1	1	1	Bearing Plate - ⅝" x 8" x 8"
S760	1	1	1	Cable Anchor Box
E770	1	1	1	Cable Assembly
E780	1	1	1	Groundline Strut
S3000	1	1	1	Impact Head
HARDWARE				
B580754	2	6	14	⅝" x 7 ½" Hex Hd. Bolt
B51004	2	4	8	⅝" x 9 ½" Hex Hd. Bolt (Top of Tubes)
W050	11	15	23	⅝" Washers
B581002	1	1	1	⅝" x 10" HGR Post Bolt (Post 2)
B580122	16	16	16	⅝" x 1 ½" HGR Splice Bolt
B581802	6	6	6	⅝" x 18" HGR Post Bolt (Posts ⑤ thru ⑩)
M050	27	33	45	⅝" HGR Nut (16-Spt, T-Posts, 2-Strut, 2 ea. at Tube ① thru ⑫)
E350	2	2	2	⅝" x 3" Lag Screw
N100	2	2	2	1" Hex Nut (Anchor Cable)
W100	2	2	2	1" Washer (Anchor Cable)
S858A	8	8	8	Cable Anchor Box Shoulder Bolts
M055A	8	8	8	½" A325 Structural Nut
W050A	16	16	16	½" A325 Structural Washer
E351	1	1	1	Object Marker - (18" x 18")

P = Radius
D = Diameter

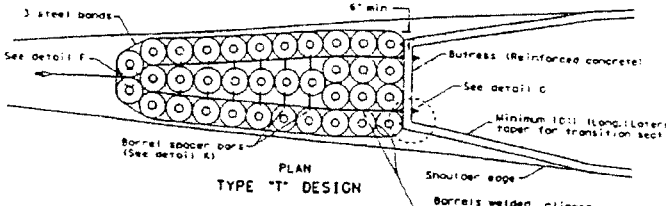
Texas Department of Transportation
Design Division (Roadway)

SINGLE GUARDRAIL TERMINAL
(SKT 350)

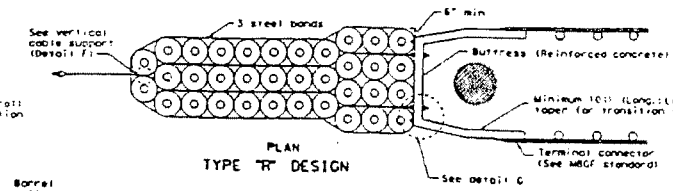
SGT(8)-01 Pg 8

(1)(a) assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

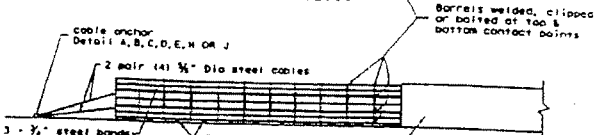
BID SPECIFICATIONS



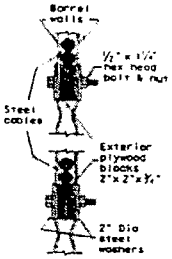
PLAN
TYPE "T" DESIGN



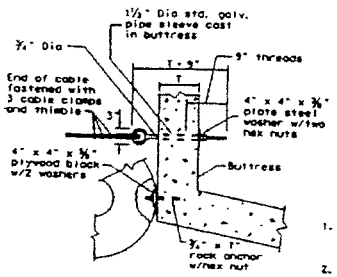
PLAN
TYPE "R" DESIGN



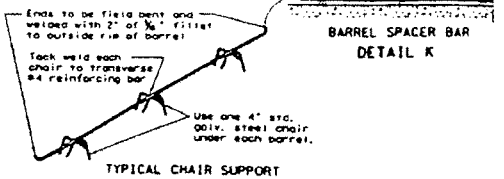
ELEVATION
TYPICAL VIA LAYOUT



VERTICAL CABLE SUPPORT
DETAIL F

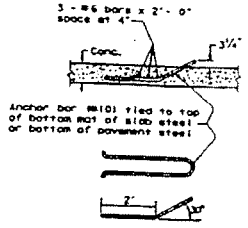


EYE BOLT DETAIL
DETAIL G

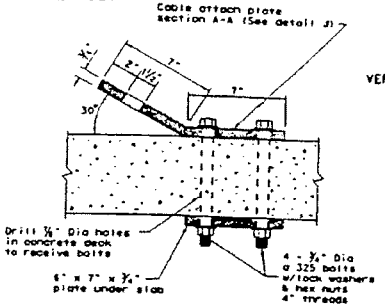


BARREL SPACER BAR
DETAIL K

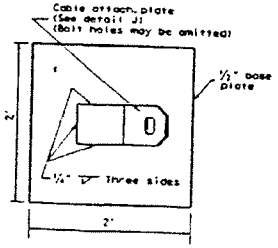
TYPICAL CHAIR SUPPORT
DETAIL I

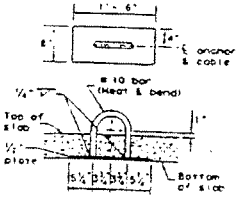


(BRIDGE SLABS OR CONCRETE SHOULDERS)
DETAIL A

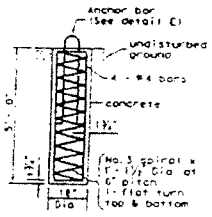


(FOR EXISTING BRIDGE SLABS)
DETAIL D

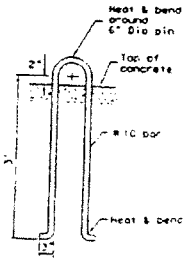




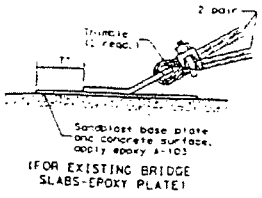
(NEW BRIDGE SLABS)
DETAIL B



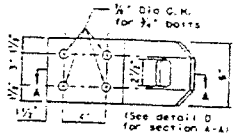
(FOR ROADWAY & ROADSIDE)
DETAIL C



(ANCHOR BAR)
DETAIL E



(FOR EXISTING BRIDGE SLABS-EPOXY PLATE)
DETAIL H



CABLE ATTACHMENT PLATE (TOP VIEW)
DETAIL J

CABLE ANCHORS

GENERAL NOTES

1. All cable fittings, anchor bars, bolts, nuts, washers and miscellaneous hardware shall be galvanized. Steel cables may be furnished black, unless otherwise specified. Nuts and bolts shall be in accordance with ASTM-A325.
2. Steel cable furnished shall be at least ⅜ inch in diameter and shall have a minimum breaking strength of 20 tons. Cable should be tensioned as directed by the Engineer.
3. Steel barrels will be interconnected at the top and bottom at all points of contact by bolting, clipping or welding as directed by the Engineer. Where adjacent barrels are not in contact, spacer bars shall be provided and attached to the tops and bottoms of the barrels.
4. Barrel crush strength is determined by hole out-outs size in top and bottom of each barrel. Barrels with 20 gauge tops and bottoms shall be supplied with 7 inch diameter holes on top and bottom. Where used paint barrels are provided, hole size shall be 13 ½ inches in top and bottom for both tight and loose headed drums. Rim clamps on loose headed drums shall be discarded and ribs welded to rims with eight equally spaced one inch beads. Unless otherwise specified, barrels need not be galvanized and thin layers of paint residue in paint barrels need not be removed. Unless shown elsewhere in plans, barrel exteriors are to be painted. All rusty areas are to be wire-brushed to remove all rust and prime coated with 2.0 mils minimum of commercial primer. After prime coat is thoroughly dry, all exterior surfaces shall be painted with a minimum dry film thickness of 5.0 mils of commercial gloss enamel, white in color unless otherwise specified. When the barrel is required to be reflectorized, the reflectorization shall be achieved as shown elsewhere in the plans.
5. Concrete for the installation shall be Class A or Class C concrete. Steel bars used in anchors shall be Grade 60 ASTM A615, and exposed bars shall be galvanized after required field heating and bending.

DISCLAIMER:
The use of this standard is governed by the Texas Engineering Practice Act. No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the completeness of this standard to other formats or for incorrect results or damages resulting from its use.

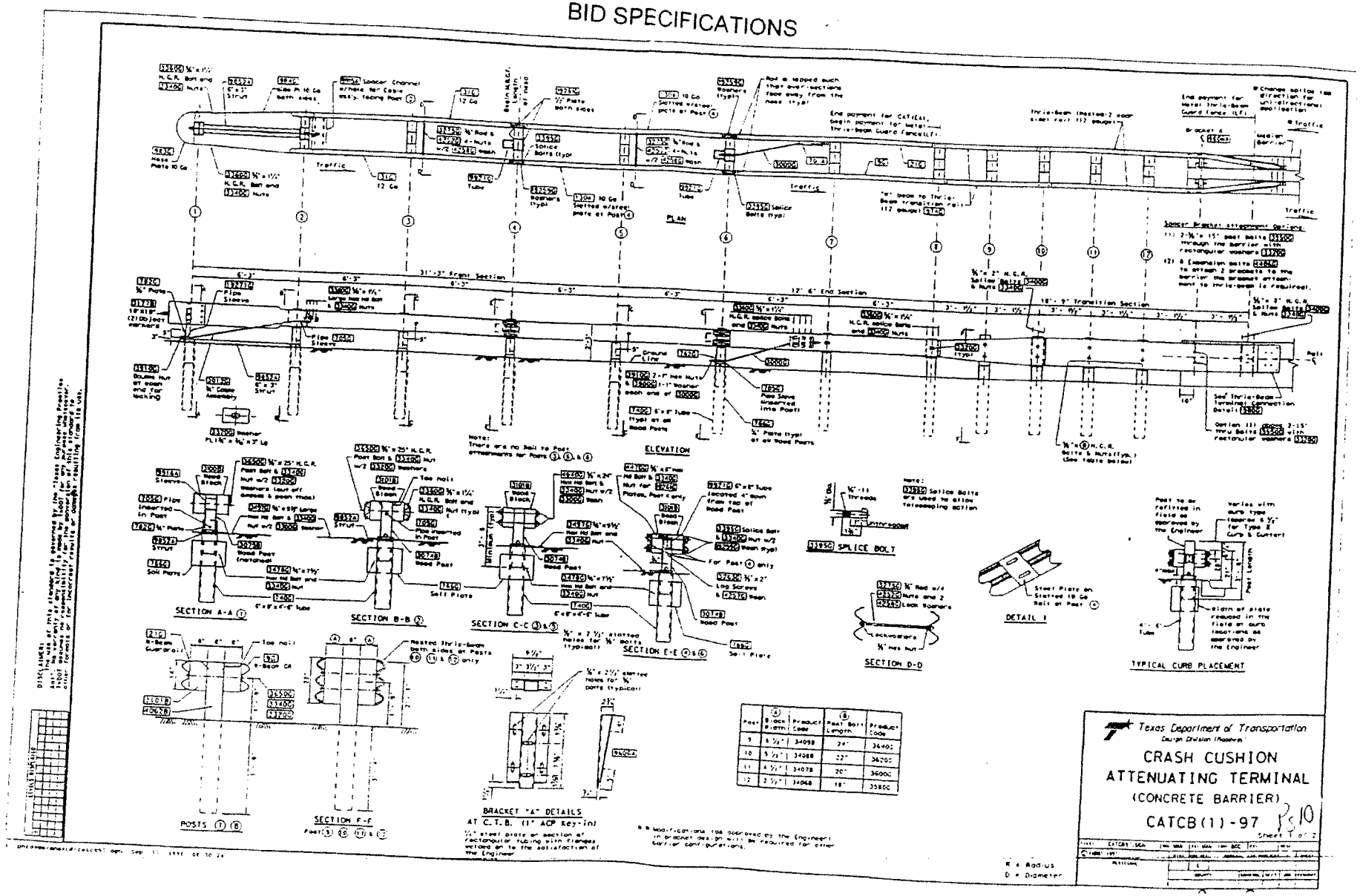
Texas Department of Transportation
(Design Division (Roadway))

VEHICLE IMPACT ATTENUATOR

CRASH CUSHION DETAILS

VIA(CCD)-95

BID SPECIFICATIONS



BID SPECIFICATIONS

CATCB FRONT SECTION (POSTS 1 THRU 6)

BILL OF MATERIAL

Mfr Code #	QTY	DESCRIPTION
983G	1	Nose Plate (10 Ga)
984C	2	Side Plate (10 Ga)
31C	2	"W" Beam 12 Ga x 13'-6 1/2"
130A	2	"W" Beam 10 Ga x 13'-6 1/2"
9852A	1	Channel Strut x 6'-6"
740C	6	Steel Foundation Tube
768C	6	Soil Plate 18" x 24"
30758	1	Wood Post 5 1/2" x 7 1/2" (Notched) (Post 1)
30748	5	Wood Post 5 1/2" x 7 1/2" (Post 2-6)
31008	2	Wood Block 5 1/2" x 7 1/2" (Post 1)
31018	10	Wood Block 5 1/2" x 7 1/2" (Post 2-6)
9916A	1	Sleeve (Post 1)
9915A	1	Spacer Channel (Post 2)
9921C	2	Steel Tube (Posts 4 & 6)
1927IG	1	Pipe Sleeve (Post 1)
705C	1	Pipe Sleeve (Post 2)
9281G	2	Post Plate (Post 4)
782G	1	Bearing Plate (Post 1)
5012C	1	Cable Assembly (Posts 1 to 2)
7375C	2	3/4" Restraint Rod (Post 3 & 5)
1925IG	32	Plate Washer (Posts 4 & 6)

HARDWARE

3263C	4	5/8" x 2" Lg Lag Screw
4252G	8	5/8" Hex Nut
4258G	4	5/8" Lock Washer
4257G	4	5/8" Flat Washer
3328G	4	Rectangular Washer
3235G	32	5/8" x 1'-9" H.H. Splice Bolt
3650G	2	5/8" x 25" Lg H.G.R. Bolt
4640G	8	5/8" x 24" Lg H.H. Bolt
3478G	13	5/8" x 11" Lg H.H. Bolt
3380G	8	5/8" x 10" Lg H.H. Bolt
3360G	16	5/8" x 1'-0" Lg H.G.R. Bolt
3240G	85	5/8" H.G.R. Nut
3300G	8	5/8" Flat Washer
3493G	6	5/8" x 9 1/2" Lg H.H. Bolt
3819G	4	1" Hex Nut
3900G	2	1" Flat Washer

CATCB GUARDRAIL TERMINAL END SECTION (POSTS 7 & 8)

BILL OF MATERIAL

Mfr Code #	QTY	DESCRIPTION
4064B	2	Wood Post 5 1/2" x 7 1/2" x 6'
31018	4	Wood Block 5 1/2" x 7 1/2"
21G	1	"W" Beam Guard Rail (12 Ga)
9G	1	"W" Beam Guard Rail (12 Ga)
181A	1	Bracket
782C	1	Bearing Plate
705C	1	Pipe Sleeve
30000	1	Cable Assembly
3328G	2	Rectangular Washer

HARDWARE

3260G	24	5/8" x 1'-9" H.G.R. Splice Bolt
3400G	4	5/8" x 25" H.G.R. Post Bolt
3380G	8	5/8" x 1'-0" Hex HG Bolt
3240G	28	5/8" H.G.R. Nut
3300G	8	5/8" Washer
3810G	4	1" Hex Nut
3900G	2	1" Washer

CATCB TRANSITION SECTION (POST 9 THRU END SHOE)

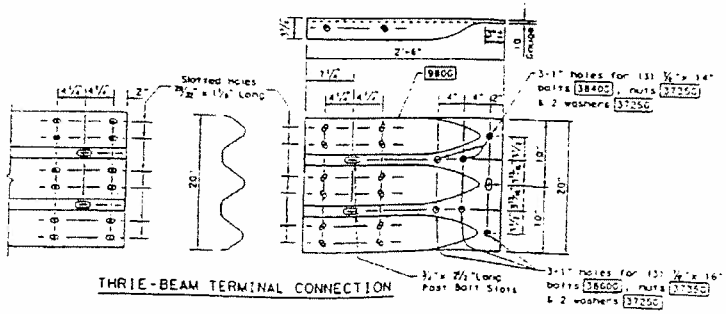
BILL OF MATERIAL

Mfr Code #	QTY	DESCRIPTION
211G	4	Thrie beam 12'-6" (12 Ga)
974C	2	Trans panel 6'-3" (12 Ga)
3800	2	Special Thrie beam end shoe
30788	3	Wood Post 6" x 8" x 6', (Posts 11 & 12)
3320G	20	Rectangular Washer
3240G	62	5/8" H.G.R. Nut
3400G	42	5/8" x 2'-0" Splice Bolt
3404B	2	22 1/2" Block 6" x 3 1/2" (Post 12)
3407B	2	22 1/2" Block 6" x 4 1/2" (Post 11)
3408B	2	22 1/2" Block 6" x 5 1/2" (Post 10)
3409B	2	22 1/2" Block 6" x 6 1/2" (Post 9)
3412B	1	Wood Post 6" x 8" x 6', (Posts 9)
3560G	2	5/8" x 16" Bolt
4040G	8	5/8" x 3 3/4" Expansion Bolts w/Nuts
3580G	2	5/8" x 18" Post Bolt (Post 12)
3600G	2	5/8" x 20" Post Bolt (Post 11)
3620G	2	5/8" x 22" Post Bolt (Post 10)
3640G	2	5/8" x 24" Post Bolt (Post 9)
3725G	12	5/8" Washer (End Shoe Bolts)
3735G	6	5/8" Hex Nuts (End Shoe Bolts)
3840G	3	5/8" x 14" Hex Bolt (End Shoe)
3860G	3	5/8" x 16" Hex Bolt (End Shoe)
9804A	2	Spacer Brackets
Delineation		
3177B	2	Object Marker 18"x 18" (Cut to Fit)
Optional Hardware for Single Slope Barrier-42"		
3640G	2	5/8" x 24" Bolt
4896G	6	5/8" x 24" Hex Bolt (End Shoe)

* Expansion or through bolts may be used with optional bracket installation.

GENERAL NOTES

1. Crown will be widened to accommodate the CAT system. The crown should extend at least 3 feet beyond the inside face of rail. The ground line of posts should be an extension of the roadway surface crown.
2. All bolts, nuts, washers, cable assemblies, cable anchors, post tubes, backup plates, and soil plates shall be galvanized.
3. The exposed end segment of an "End Section" should be evaluated as a potential obstacle in the determination of the need of MBGF for the opposing direction of traffic.
4. For placement at curb sections, the height from gutter pan to post bolt will be 21", and the front section shall be flared (See Detail 21).
5. The wood blockouts shall be "toe nailed" to the rectangular wood posts to prevent them from turning when the wood shrinks.
6. Either 6"- 8" or 5 1/2"x 7 1/2" wood blocks may be used at posts 1 thru 8 as supplied by the manufacturer.
7. Object markers shall be installed on the front of the terminal as detailed on the DSGN(VIA).



THRIE-BEAM TERMINAL CONNECTION

Texas Department of Transportation
(Design Division (Roadway))

CRASH CUSHION ATTENUATING TERMINAL (CONCRETE BARRIER)

CATCB(2)-97

Sheet 2 of 2

P.S.11

EXHIBIT "B"
BID PAGE

EXHIBIT "B"

HIDALGO COUNTY
"NEW & USED GUARD RAIL BEAM MATERIALS & INSTALLATION"

(Including all funding sources, programs, and entities)

BID NO: 09-009-02-18-YZV

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.

NEW & USED GUARD RAIL
(Costs to include Materials & Installation)

Item Description	Unit	Unit Bid Price
New Guard Rail	LF	$ 18.50
New Guard Rail (Curved)	LF	$ 20.00

Item Description	Unit	Unit Bid Price
Used Guard Rail	LF	$ 15.00
Used Guard Rail (Curved)	LF	$ 17.00

BIDDER/COMPANY NAME: Guerra Construction Co.

ADDRESS: 6700 N Mile 3½ W

CITY/STATE/ZIP CODE: Weslaco TX 78596

PHONE Nº: (956) 968-6773 **FAX Nº:** (956) 969-9674

CELLULAR Nº: (956) 607-7487

AUTHORIZED SIGNATURE:

PRINTED NAME: Ricardo R. Guerra

TITLE: Owner

EXHIBIT "C"
INSURANCE DOCUMENTATION

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/24/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER (956)787-4989
JAMES E. CAPT
JAMES E. CAPT & ASSOCIATES
P. O. BOX 126
San Juan, TX 78589-0126

CONTACT NAME: JAMES E CAPT
PHONE (A/C, No, Ext): (800)887-4989 Ext.
FAX (A/C, No): (956)781-3380
E-MAIL ADDRESS: james@captinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: HALLMARK SPECIALTY INSURANCE CO	
INSURER B: HALLMARK COUNTY MUTUAL	
INSURER C: TEXAS MUTUAL INSURANCE	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
RICARDO GUERRA DBA GUERRA CONSTRUCTION CO
6700 NORTH MILE 3 1/2 WEST ROAD
WESLACO, TX 78596

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			TXG303870-02	01/05/11	01/05/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ NOT APPLICA
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			TXA502897-05	05/15/10	05/15/11	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SBP-0001129486	04/03/10	04/03/11	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

HIDALGO COUNTY
PURCHASING DEPT.
2812 S. BUSINESS HIGHWAY 281
EDINBURG TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James E. Capt

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

February 8, 2011

Custom Products Corporation
Attn: Heidi McGee
P.O. Box 54091
Jackson, MS. 39288

Via: Certified Mail #7099-3220-0002-9745-6982
Email: heidi@cpc.signs.com

Re: Sixty-Day Extension for "Hidalgo County-Traffic Road Signs And Miscellaneous Equipment"-Original Contract #C-08-338A-02-09

Dear Ms. McGee:

Commissioners' Court will take applicable action **(Monday, February 14, 2011)** in connection with the Hidalgo County's option to exercise the **sixty (60) day grace period** for the current contract in place while procurement process is completed and processed, at the same rate, term and conditions.

This notice will be sent via certified mail as well as by email, please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of **Monday, February 14, 2011** for discussion, consideration and action, by signing below and returning to the Purchasing Department so as to attach to agenda item for approval, by no later than **11:00 a.m., Wednesday, February 9, 2011**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: _____

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification), if applicable.

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,

Vangie Y. Garcia

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

REQUIREMENTS AGREEMENT
C-08-338A-02-09

THIS AGREEMENT (the "Agreement") is entered into effective as of February 20, 2009 by and between **Custom Product Corporation,** (secondary vendor) a Mississippi Corporation ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Traffic Road Signs & Miscellaneous Equipment,"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one (1) year with the County's option to renew for one (1) year based on the prior year's performance evaluation 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 **"Traffic Road Signs & Miscellaneous Equipment"** in the areas of **HIDALGO COUNTY** projects for a period of one year from with the option to renew one (1) year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party 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, 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: Custom Products Corporation
Attention: Ms. Heidi McGee
P O Box 54091
Jackson, MS 39288

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).

Insurance. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON, FEBRUARY 09th, 2009.

HIDALGO COUNTY

By: _____

Juan D. Salinas, III, County Judge

Date: 2/19/09

ATTEST:

By: _____

Arturo Guajardo, Jr., County Clerk

Date: _____

Custom Products Corporation

By: _____

Printed Name: Heidi McGee

Title: Bid Manager

Date: 02-25-09

APPROVED AS TO FORM:

By: Antonio Mendoza

Antonio Mendoza

Date: 2-13-09

EXHIBIT "A"
SPECIFICATIONS

TRAFFIC-ROAD SIGNS AND ACCESSORIES
HIDALGO COUNTY
RFB NO. 2008-338-12-03BYSI
EXHIBIT "A"
SPECIFICATIONS

SCOPE - REQUIREMENTS - INFORMATION TO BIDDERS

Scope:
The County of Hidalgo is seeking sealed bids from qualified and interested vendor(s) for the fabrication of new, as well as, the refacing of existing traffic-road signs, accessories and related supplies.

Terms Conditions & Requirements:

1. Hidalgo County has the authority to utilize State Contracts and under cooperative purchasing participation when ever it is in the County's best interest to do so.

2. Hidalgo County reserves the right to award to one (1) or multiple vendors.

3. All purchases will be on an **"As Needed Basis"**, there are no set quantities to be purchased.

4. All products furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.

5. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges shall be passed onto Hidalgo County.

6. Vendor(s) will provide and maintain all the required Insurance and/or Bonds as described and listed in: **Insurance Requirements: See Exhibit "C" attached hereto.**

7. Term of contract is for one (1) year period with County=s option to extend the contract for an additional one (1) year under the same rates terms and conditions.

8. County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the contract term due to an unforseen delay in the award of a new bid for next contract term.

9. 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

10. Due to the nature of the user departments, vendor(s) will be required to construct the new as well as re-face existing signs within three (3) working days from receipt of a properly executed purchase order. Vendor(s) will inform ordering department of their inability to complete the work ordered in a prompt and timely manner so as to allow the department sufficient notice to place the order with the ASecondary Vendor@. Any purchase order placed with the primary vendor will become null and void if this circumstance occurs and any costs incurred by the primary vendor are not the responsibility of Hidalgo County.

Information to Bidders:
Vendor(s) will be bid on the fabrication of new as well as the re-facing of existing signs as described in detail on Exhibit AA@ and contained in this bid packet. Vendor(s) will be informed before the end of the initial one (1) year term if the County intends to exercise their option to extend the contract for an additional one (1) year under the same rates,terms and conditions.

EXHIBIT "A"
SPECIFICATIONS

A. Signs, traffic, metal (aluminum), reflective, to meet Texas Department of Transportation (TxDot) specification of Department of Maintenance and Safety (DMS) DMS-7110 Class 2, and to be of alloy 6061-T6-or 5052-H38 with holes punched and corners clipped in accordance with TxDOT standards, 0.80 GA (gauge) for signs up to 7.5 square feet, 0.100 for signs 7.5 square feet to 15 square feet, and 0.125 gauge for signs over 15 square feet. Reflective sheeting and screen inks to meet the requirements of Texas Department of Transportation specification DMS-8300. Non-reflective sheeting to meet the requirements of DMS-8320. All signs to conform to Manual of Uniform Traffic Control Devices (MCTCD), Texas Department of Transportation standards and Federal Highway standards.

B. All signs with blue, brown, green, orange, red and yellow backgrounds shall be fabricated with Type C (high specific intensity) reflective sheeting. White background signs shall be fabricated with Type A (engineer grade) reflective sheeting.

C. White legends and borders shall be White Type C (high specific intensity) reflective sheeting.

D. All other related supplies must also comply to all applicable Texas Department of Transportation and Federal Highway standards.

E. **Type, dimension and color of signs (both new and refaced), accessories and supplies required are listed in Exhibit "B".**

EXHIBIT "B"
TRAFFIC-ROAD SIGNS AND ACCESSORIES
HIDALGO COUNTY
RFB NO. 2008-338-12-03-YSI

BID PAGE(S)

Bid Prices is on a unit price basis.

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
3 Way							
12" x 6"							
4 Way							
12" x 6"							
24" x 18"							
A/C And Refrigeration							
18" x 24"							
All Way							
18" x 6"							
Arrow Signs							
48" x 24"							
20" x 8"							
15" x 8"							
Bridge Closed							
36"x 36"							
48" x 48"							
30" x 30"							
48" x 30"							
Bridge Out							
30" x 30"							
Brush Area							
18" x 24"							
Cable/ Utility Warning Signs							
9" x 3"							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
12" x 3 2e							
12" x 9"							
Caution							
18" x 24"							
30" x 30"							
Children At Play							
24" x 30"							
18" x 24"							
Curve: Right or Left Curve Ahead							
24" x 24"							
30" x 30"							
30" x 36"							
Construction Zone Warning Signs							
18" x 18"							
24" x 24"							
30" x 30"							
36" x 36"							
48" x 48"							
Roll-up Mesh Signs							
18" x 18"							
24" x 24"							
30" x 30"							
36" x 36"							
48" x 48"							
Construction Zone Signs & Supplemental Signs							
12" x 18"							
24" x 12"							
18" x 24"							
24" x 18"							
30" x 24"							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
30' x 30'							
48" x 18"							
48" x 24"							
48" x 30"							
Custom Message							
~~12" x 18"~~							
18" x 24"							
9" x 30"							
36" x 36"							
Dead End							
30" x 30"							
24" x 24"							
Detour							
30" x 24"							
Dip							
30" x 30"							
36" x 36"							
Double Arrow							
48" x 24"							
Fluorescent Yellow Green Safety							
24" x 18"							
24" x 24"							
30" x 30"							
36" x 36"							
48" x 48"							
Fresh Oil							
24" x 24"							
Handicap unlimited wording & symbols							
12" x 6"							
12" x 9"							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
12" x 12"							
12" x 18"							
12" x 24"							
18" x 18"							
18" x 24"							
~~Handicap X-ing~~							
12" x 18"							
18" x 24"							
24" x 30							
30' x 30'							
36" x 36"							
48" x 48"							
Handicap Stencil							
36' x 36'							
Arrow Sign							
21" x 12" pointing down right or left							
Ice on Bridge							
30" x 30"							
Interlocal/ Project Signs							
4" x 8" Plywood one side only							
4" x 8" Plywood double sided							
Office & Shop Signs							
Keep Back 25 Feet							
12" x 9"							
Left to Right Marker Bridge							
12" x 36"							
18" x 24"							
Mattress							
18" x 24"							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Men Working							
24" x 24"							
Metal Area							
18" x 24"							
Mowers Ahead							
36" x 36"							
48" x 48"							
Narrow Bridge							
24" x 24"							
30" x 30"							
Neighborhood Watch							
18" x 24"							
No Dumping							
60" x 30"							
18" x 24"							
Pavement Ends							
30" x 30"							
Pedestrians							
36" x 36"							
48" x 48"							
30" x 30"							
Public/ Private Parking Sign							
12" x 18"							
18" x 24"							
Right to Left Marker							
12" x 36"							
18" x 24"							
Road Closed to Thru Traffic							
60" x 30"							
48" x 30"							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Road Closed							
48" x 30"							
30" x 48"							
36" x 36"							
Road Construction Ahead							
~~36" x 36"~~							
48" x 48"							
30" x 30"							
Road Machinery Ahead							
36" x 36"							
48" x 48"							
30" x 30"							
School Ped X-ing							
30" x 30"							
School Zone Signs							
24" x 8"							
24" x 10"							
18" x 24"							
24" x 18"							
24" x 24"							
24" x 30"							
24" x 48"							
30" x 30"							
48" x 48"							
36" x 36"							
Signs & Blanks							
6" x 30"							
6" x 24"							
6" x 18"							
6" x 36"							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamon d Grade
30" x 30"							
Single Arrow							
30" x 36"							
48" x 24"							
Single Arrow Left/Right							
30" x 36"							
48" x 24"							
Slow							
30" x 30"							
24" x 24"							
Slow For Children							
24" x 30"							
18" x 24"							
Specialties Signs							
6" x 12"							
18" x 24"							
30" x 24"							
12" x 18"							
48" x 24"							
4" x 8"							
30" x 36"							
24" x 24"							
4" x 4"							
12" x 18"							
2" x 16"							
12" x 9"							
30"x 30"							
24" x 36"							
36" x 12"							
48" x 48"							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Speed Limit							
18" x 24" 10-40 MPH (depending on specs)							
24" x 30" 10-40 MPH (depending on specs)							
Stop Ahead							
24" x 24"							
30" x 30"							
36" x 36"							
Stop Signs							
30" x 30"							
24" x 24"							
36" x 36"							
18" x 18"							
48" x 48"							
Stop Stencil							
36" x 36"							
Street Name Signs							
6" x 30"							
6" x 24"							
6" x 18"							
6" x 36"							
Supplemental Plaques							
12" x 6"							
ATe Intersection							
24" x 24"							
30" x 30"							
Tire Area							
18" 24"							
Traffic Signs							
9" x 12"							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
18" x 12"							
18" x 24"							
24" x 18"							
24" x 24"							
24" x 30"							
24" x 36"							
30" x 30"							
30" x 36"							
36" x 12"							
48" x 24"							
48" x 48"							
Trash Area							
18" x 24"							
Truck Crossing							
36" x 36"							
48" x 48"							
30" x 30"							
Type III							
10" Type III							
Warning Signs							
24" x 24"							
30" x 30"							
36" x 36"							
24" x 18"							
48" x 48"							
9" x 12"							
18" x 12"							
24" x 30"							
24" x 36"							
36" x 12"							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamon d Grade
48" x 24"							
Water on Bridge							
48" x 48"							
30" x 30"							
Yield Sign							
30" x 30" x 30"							
36" x 36" x 36"							
Y Intersection							
30" x 30"							
Your Trash Must Be Secure At All Times							
18" x 24"							
3" Center Pavement Reflectors							
Amber							
Clear							
Red or white							
4" Center Pavement Reflectors							
Amber							
Clear							
Red or white							
Aluminum Brackets for 6" & 9"							
Post Cap for U Channel Posts							
Post Cap for 2" & 3" Posts							
Post Cap for 1 3/4 Sq Post for Flat Assy							
90E Bracket for 4 Way Assembly							
45E/ 180E Bracket for 4 Way Assembly							
Barricades							
A Frame 30" Tall x 6' Wide All Plastic Frame							
8' Type III Orange or							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Red/White Type A & C							
96" x 8" Reflective 1" Thick Orange/White							
Type I and II							
End of Road 8'/ 10' & 12'							
Barrel Tape							
2" x 50 Yards							
4" x 50 Yards							
6" x 50 Yards							
Barricades Tape							
Reflective, General Purpose Tape Red, White, Yellow							
1" x 30" yd. Roll, 2"x 30" yd. Roll, 3" x 30" yd Roll							
Type A & C Orange Left/Right							
Type 111							
8" x 50 yd.							
8" x 100 yd.							
Flexible Road Marker							
62" White Road Marker w/ Wt. Reflector Sheeting							
62" White Road Marker w/ Yellow Reflector Sheeting							
Post Driver							
Jiggle Bars 6" x 34"							
Anti-Theft Bolts							
5/16 Bolts 21/2" x 3"							
1/4 Bolts 2"							
Cross Brackets 2" & 3"							
Round Post Brackets 2" & 3"							
Industrial Grade Mil Barrier Tape							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Temporary Barrier Fence							
Quick Fence Safety System							
U Post Brackets 2" & 3"							
1/4" Screws for Brackets (Blade Holders)							
3" Post Caps							
Chevrons 18" x 24"							
Cones (Traffic)							
18" Plain, Bright Orange Top, Black Base							
28" Plain, Bright Orange Top, Black Base							
36" Plain, Bright Orange Top, Black Base							
28" Orange/Red Glow							
28" With Reflective Collars							
11 2@ x 16" Decals							
Post Domes							
Double Arrow							
48" x 24" Yellow Reflective Aluminum Rectangle							
Municipal Emblems (Pressure Sensitive)							
Gal. 5 gal. Expoxy Kit							
One gal. Kit							
Quick Sticks							
Locknuts							
6" x 12" Bridge Markers							
End of Roadway Markers / Button Delineators 18" x 18"							
Object Markers Reflective							
12" x 36"							
10" x 30"							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
6" x 24"							
6' Delineator Posts (Flexible)							
18" Double Faced Hand Paddles							
Quad Stands for Roll Up Mesh Sign							
Round Plastic Reflector- Red							
33" x 3" Reflective Keep Back 500 Feet							
Round Plastic Reflectors Amber							
Rectangular Reflectors 3" x 8" Type A & C							
Rectangular Reflectors 3" x 8" Type A & C							
Safety Flags- Fluorescent w/ Stiffener							
16" x 16"							
18" x 18"							
Safety Splice U Channel Sign Post System							
8" x 10" Upright Sign Post							
Stub Post & Hardware							
Sign Assembly Hardware							
U Channel							
Tubular Post 8'							
Tubular Post 10'							
Tubular Post 12'							
Sq. Post							
Screw Set							
Super Dome Drums							
Molded Rubber Base							
Blue Net Sheeting 15"							
Portable Stands (3 & 4 Legs) Quadra Flex 36" Stand							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
4" Transfer Tape							
U Channels							
12" x 3" Heavy Gauge							
U Post							
U Shape Green Galvanized 10 ft. ., 12 Ft.							
Wing Bracket for All Sign Plates							
Standard 16" Wing Bracket							
Heavy Duty 24" Wing Bracket							
Temporary Barrier Fencing Roll							
48" Handicap Stencil							
24" x 24" Binder Signs (Folding Signs)							
Barricade Lights Flashers							
Plastic Delineators (Stand Alone)							
24" Safety Flags							
Tape Caution Buried Electrical Lines							
30" x 30" Roll Up Mesh Stop/ Slow Paddle							
Barricade Lights							
6' Speed Bump (Plastic)							
9' Speed Bump (Plastic)							
9' Speed Bump – Yellow & Black (plastic)							
Epoxy Pads							
8' x 4' MDO Specialty Sign							
24" x 24" Barricade Marker							
6" x 50 yds Roll of E/E Vinyl							
6" x 50 yds Roll of H.I.P Vinyl							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Slow Moving Vehicle- 040 Aluminum (Triangle)							
Slow Moving Vehicle- Decal (Triangle)							

Bidder/Company Name: _____

Address: _____

City/State/Zip Code: _____

Phone Number: _____

E-Mail Address: _____

Cellular & Pager Numbers: _____

Fax Number: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT "B"
PAYMENT SCHEDULE

EXHIBIT "B"
TRAFFIC-ROAD SIGNS AND ACCESSORIES
HIDALGO COUNTY
RFB NO. 2008-338-12-03-YSI

BID PAGE(S)

Bid Prices is on a unit price basis.

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
3 Way	—	—	—	Price for one color	NO BID		
12" x 6"	2.48	2.98	4.59				
4 Way	—	—	—				
12" x 6"	2.48	2.98	4.59				
24" x 18"	10.81	13.80	23.46				
A/C And Refrigeration	—	—	—	Price for one color			
18" x 24"	10.81	13.80	23.46				
All Way	—	—	—				
18" x 6"	3.73	4.47	6.89				
Arrow Signs	—	—	—				
48" x 24" .100	30.94	38.92	64.68				
20" x 8"	4.94	6.05	9.62				
15" x 8"	4.85	5.68	8.35				
Bridge Closed	—	—	—				
36"x 36" .100	37.99	43.51	72.49				
48" x 48" .125	80.78	90.61	142.13				
30" x 30"	22.33	26.16	46.29				
48" x 30" .100	38.37	48.35	80.55				
Bridge Out	—	—	—				
30" x 30"	22.33	26.16	46.29				
Brush Area	—	—	—	Price for one color			
18" x 24"	10.81	13.80	23.46				
Cable/ Utility Warning Signs	—	—	—	Price for one color			
9" x 3"	2.48	2.98	4.59				

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
12" x 3 ½"	2.48	2.98	4.59	price for one color			
12" x 9"	3.73	4.47	6.89			NO BID	
Caution	—	—	—				
18" x 24"	10.81	13.80	23.46				
30" x 30"	20.93	27.16	47.29				
Children At Play	—	—	—				
24" x 30"	16.29	21.28	37.38				
18" x 24"	9.81	12.80	22.46				
Curve: Right or Left Curve Ahead	—	—	—				
24" x 24"	13.15	17.14	30.02				
30" x 30"	19.93	26.16	46.29				
30" x 36" .100	30.00	36.48	60.63				
Construction Zone Warning Signs	—	—	—				
18" x 18"	8.80	10.19	17.43				
24" x 24"	14.68	17.14	30.02				
30" x 30"	22.33	26.16	46.29				
36" x 36" .100	37.99	43.51	72.49				
48" x 48" .125	80.78	90.61	142.13				
X Roll-up Mesh Signs	—	—	—				
18" x 18"	NO BID	NO BID	NO BID				
24" x 24"	NO BID	NO BID	NO BID				
30" x 30"	NO BID	NO BID	NO BID				
36" x 36"	NO BID	102.25	110.63				
48" x 48"	NO BID	142.88	187.25				
Construction Zone Signs & Supplemental Signs	—	—	—				
12" x 18"	5.91	6.83	11.66				
24" x 12"	7.85	9.08	15.52				
18" x 24"	10.96	12.80	22.46				
24" x 18"	10.96	12.80	22.46				
30" x 24"	18.21	21.28	37.38				

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
30" x 30"	22.33	26.16	46.29	Price for one color		NO BID	
48" x 18"	21.37	25.06	44.37				
48" x 24" .100	30.94	38.92	64.68				
48" x 30" .100	42.20	48.35	80.55				
Custom Message	—	—	—				
~~12" x 18"~~	S/E D/F 5.33/9.32	S/E D/F 6.85/11.95	S/E D/F 11.66/20.40				
18" x 24"	9.81 / 17.16	12.80/22.40	22.46/39.30				
9" x 30"	6.61 / 11.56	8.48/14.84	14.51/25.39				
36" x 36" .100	34.54/60.44	43.51/76.14	72.49/126.85				
Dead End	—	—	—				
30" x 30"	19.93	26.16	46.29				
24" x 24"	13.15	17.14	30.02				
Detour	—	—	—				
30" x 24"	18.21	21.28	37.38				
Dip	—	—	—				
30" x 30"	19.93	26.16	46.29				
36" x 36" .100	34.54	43.51	72.49				
Double Arrow	—	—	—				
48" x 24" .100	30.94	38.92	64.68				
Fluorescent Yellow Green Safety	—	—	—				
24" x 18"	23.38	23.38	23.38				
24" x 24"	31.25	31.25	31.25				
30" x 30"	48.21	48.21	48.21				
36" x 36" .100	75.25	75.25	75.25				
48" x 48" .125	147.04	147.04	147.04				
Fresh Oil	—	—	—				
24" x 24"	13.15	17.14	30.02				
Handicap unlimited wording & symbols	—	—	—				
12" x 6"	2.48	2.98	4.59				
12" x 9"	3.73	4.47	6.89				

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
12" x 12"	4.65	5.65	8.86	Price for one color	NO BID		
12" x 18"	5.33	6.83	11.606				
12" x 24"	7.08	9.08	15.52				
18" x 18"	7.94	10.19	17.43				
18" x 24"	9.81	12.80	22.46				
~~Handicap X-ing~~	—	—	—				
12" x 18"	5.33	6.83	11.606				
18" x 24"	9.81	12.80	22.46				
24" x 30	16.29	21.28	37.38				
30' x 30'	19.93	26.16	46.29				
36" x 36" .100	35.54	43.51	72.49				
48" x 48" .125	75.65	90.61	142.13				
Handicap Stencil	—	—	—				
36' x 36' (44"x38")	—	—	—	52.25			
Arrow Sign	—	—	—	Price for one color			
21" x 12" pointing down right or left	7.08	9.08	15.52				
Ice on Bridge	—	—	—				
30" x 30"	19.93	26.16	46.29				
Interlocal/ Project Signs	—	—	—				
4" x 8" Plywood one side only	NO BID	NO BID	NO BID				
4" x 8" Plywood double sided	NO BID	NO BID	NO BID				
Office & Shop Signs	—	—	—				
Keep Back 25 Feet	—	—	—				
12" x 9"	4.73	5.47	6.89				
Left to Right Marker Bridge	—	—	—				
12" x 36"	9.81	12.80	22.46				
18" x 24"	9.81	12.80	22.46				
Mattress	—	—	—				
18" x 24"	10.81	13.80	23.46				

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Men Working	—	—	—	Price for one color		NO BID	
24" x 24"	14.68	17.14	30.02				
Metal Area	—	—	—				
18" x 24"	10.96	12.80	22.46				
Mowers Ahead	—	—	—				
36" x 36" .100	37.99	43.51	72.49				
48" x 48" .125	80.78	90.61	142.13				
Narrow Bridge	—	—	—				
24" x 24"	13.15	17.14	30.02				
30" x 30"	19.93	26.16	46.29				
Neighborhood Watch	—	—	—				
18" x 24"	10.59	13.58	23.24				
No Dumping	—	—	—				
60" x 30" .100	48.84	60.31	100.56				
18" x 24"	9.81	12.80	22.46				
Pavement Ends	—	—	—				
30" x 30"	19.93	26.16	46.29				
Pedestrians	—	—	—				
36" x 36" .100	35.54	43.51	72.49				
48" x 48" .125	75.65	90.61	142.13				
30" x 30"	19.93	26.16	46.29				
Public/ Private Parking Sign	—	—	—				
12" x 18"	6.33	7.83	12.66				
18" x 24"	10.81	13.80	23.46				
Right to Left Marker	—	—	—				
12" x 36"	9.81	12.80	22.46				
18" x 24"	9.81	12.80	22.46				
Road Closed to Thru Traffic	—	—	—				
60" x 30" .100	48.84	60.31	100.56				
48" x 30" .100	38.37	48.35	80.55				

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective ✓	High Intensity ✓	Diamond Grade ✓		Reflective	High Intensity	Diamond Grade
Road Closed	—	—	—	Price for one sign	NO BID		
48" x 30" .100	38.37	48.35	80.55				
30" x 48" .100	38.37	48.35	80.55				
36" x 36" .100	37.99	43.51	72.49				
Road Construction Ahead	—	—	—				
36" x 36" .100	37.99	43.51	72.49				
48" x 48" .125	80.78	90.61	142.13				
30" x 30"	22.33	26.16	46.29				
Road Machinery Ahead	—	—	—				
36" x 36" .100	37.99	43.51	72.49				
48" x 48" .125	80.78	90.61	142.13				
30" x 30"	22.33	26.16	46.29				
School Ped X-ing	—	—	—				
30" x 30"	19.93	26.16	46.29				
School Zone Signs	—	—	—				
24" x 8"	4.74	6.07	10.36				
24" x 10"	5.92	7.58	12.95				
18" x 24"	9.81	12.80	22.46				
24" x 18"	9.81	12.80	22.46				
24" x 24"	13.15	17.14	30.02				
24" x 30"	16.29	21.28	37.38				
24" x 48" .100	30.94	38.92	64.68				
30" x 30"	19.93	26.16	46.29				
48" x 48" .125	74.65	89.61	142.13				
36" x 36" .100	34.54	43.51	72.49				
Signs & Blanks	—	—	—	—			
6" x 30"	—	—	—	3.09			
6" x 24"	—	—	—	2.47			
6" x 18"	—	—	—	1.95			
6" x 36"	—	—	—	3.41			

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
30" x 30" ✓	—	—	—	13.22	NO BID		
Single Arrow	—	—	—	Price for one color			
30" x 36" ✓ .100	30.00	36.48	60.63				
48" x 24" ✓ .100	30.94	38.92	64.68				
Single Arrow ~~Left/Right~~	—	—	—				
30" x 36" ✓ .100	30.00	36.48	60.63				
48" x 24" ✓ .100	30.94	38.92	64.68				
Slow	—	—	—				
30" x 30" ✓	19.93	26.16	46.29				
24" x 24" ✓	13.15	17.14	30.02				
Slow For Children	—	—	—				
24" x 30" ✓	16.29	21.28	37.38				
18" x 24" ✓	9.81	12.80	22.46				
Specialties Signs	—	—	—				
6" x 12"	S/F D/F 2.48/4.34	S/F D/F 2.98/5.21	S/F D/F 4.59/8.03				
18" x 24"	9.81/17.16	12.80/22.40	22.46/39.30				
30" x 24"	16.29/28.50	21.28/37.24	37.38/65.41				
12" x 18"	5.33/9.32	6.83/11.95	11.66/20.40				
48" x 24" .100	30.94/54.14	38.92/68.11	64.68/113.19				
4" x 8"	1.36/2.38	1.59/2.78	2.30/4.02				
30" x 36" .100	29.00/50.75	36.48/63.84	60.63/106.10				
24" x 24"	13.15/23.01	17.14/29.99	30.02/52.53				
4" x 4"	.97/1.69	1.09/1.89	1.44/2.52				
12" x 18"	5.33/9.32	6.83/11.95	11.66/20.40				
2" x 16"	2.48/4.34	2.98/5.21	4.59/8.03				
12" x 9"	3.73/6.52	4.47/7.82	6.89/12.05				
30"x 30"	19.93/34.87	26.16/45.78	46.29/81.00				
24" x 36"	19.07/33.37	25.06/43.85	44.37/77.64				
36" x 12"	9.81/17.16	12.80/22.40	22.46/39.30				
48" x 48" .125	74.65/130.63	90.61/158.56	142.13/248.72				

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Speed Limit	—	—	—	Price for one color	NO BID		
18" x 24" 10-40 MPH (depending on specs)	9.81	12.80	22.46				
24" x 30" 10-40 MPH (depending on specs)	16.29	21.28	37.38				
~~Stop Ahead Sym.~~	—	—	—				
24" x 24"	15.83	21.100	36.58				
30" x 30"	22.98	31.99	55.48				
.36" x 36" .100	38.95	51.94	85.76				
Stop Signs	—	—	—				
30" x 30"	18.39	24.64	45.25				
24" x 24"	12.26	16.26	29.52				
36" x 36" .100	32.98	41.69	71.02				
18" x 18"	8.25	10.50	17.82				
48" x 48" .125	71.27	87.26	139.33				
Stop Stencil	—	—	—				
36" x 36"	—	—	—	165.00			
Street Name Signs	—	—	—				
6" x 30"	13.36	19.09	31.62				
6" x 24"	13.32	17.91	27.93				
6" x 18"	13.38	16.74	24.25				
6" x 36"	13.21	20.09	35.12				
Supplemental Plaques	—	—	—				
12" x 6"	2.48	2.98	4.59				
"T" Intersection	—	—	—				
24" x 24"	13.15	17.14	30.02				
30" x 30"	19.93	26.16	46.29				
Tire Area	—	—	—				
18" 24"	10.81	13.80	23.46				
Traffic Signs	—	—	—				
9" x 12"	3.73	4.47	6.89				

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
18" x 12"	5.33	6.83	11.66	Price for one color		NO BID	
18" x 24"	9.81	12.80	22.46				
24" x 18"	9.81	12.80	22.46				
24" x 24"	13.15	17.14	30.02				
24" x 30"	16.29	21.28	37.38				
24" x 36"	19.07	25.06	44.37				
30" x 30"	19.93	26.16	46.29				
30" x 36" .100	29.00	36.48	60.63				
36" x 12"	9.81	12.80	22.46				
48" x 24" .100	30.94	38.92	64.68				
48" x 48" .125	74.65	90.61	142.13				
Trash Area	—	—	—				
18" x 24"	10.81	13.80	23.46				
Truck Crossing	—	—	—				
36" x 36" .100	34.54	43.51	72.49				
48" x 48" .125	74.65	89.61	142.13				
30" x 30"	19.93	26.16	46.29				
Type III	—	—	—				
10" Type III	288.95	303.47	427.55				
Warning Signs	—	—	—	Price for one color			
24" x 24"	13.15	17.14	30.02				
30" x 30"	19.93	26.16	46.29				
36" x 36" .100	34.54	43.51	72.49				
24" x 18"	9.81	12.80	22.46				
48" x 48" .125	74.65	89.61	142.13				
9" x 12"	3.73	4.47	6.89				
18" x 12"	5.33	6.83	11.66				
24" x 30"	16.29	21.28	37.38				
24" x 36"	19.07	25.06	44.37				
36" x 12"	9.81	12.80	22.46				
48" x 24" .100	30.94	38.92	64.68				

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Water on Bridge	—	—	—	Price for one color		NO BID	
48" x 48" .125	74.65	81.61	142.13				
30" x 30"	19.93	26.16	46.29				
Yield Sign	—	—	—				
30" x 30" x 30"	10.18	13.37	23.82				
36" x 36" x 36" .100	15.71	19.80	33.19				
Y Intersection	—	—	—				
30" x 30"	19.93	26.16	46.29				
Your Trash Must Be Secure At All Times	—	—	—				
18" x 24"	10.81	13.80	23.46				
3" Center Pavement Reflectors	—	—	—	NO BID			
Amber	—	—	—	NO BID			
Clear	—	—	—	NO BID			
Red or white	—	—	—	NO BID			
4" Center Pavement Reflectors	—	—	—	—			
Amber	—	—	—	.69 (nonreflect.)			
Clear	—	—	—	NO BID			
Red or white	—	—	—	NO BID			
Aluminum Brackets for 6" & 9"	—	—	—	—			
Post Cap for U Channel Posts	—	—	—	4.00			
Post Cap for 2" & 3" Posts	—	—	—	NO BID			
Post Cap for 1 3/4 Sq Post for Flat Assy	—	—	—	5.26			
90° Bracket for 4 Way Assembly	—	—	—	4.82			
45°/ 180° Bracket for 4 Way Assembly	—	—	—	4.13			
Barricades	—	—	—				
A Frame 30" Tall x 6' Wide All Plastic Frame	S/F D/F 71.52/84.36	S/F D/F 74.42/92.83	S/F D/F 99.24/138.70				
8' Type III Orange or Red/White Type A & C	300.56	334.43	517.91	orange/ white only			

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
96" x 8" Reflective 1" Thick Orange/White ✓	70.16	81.45	142.61			NO BID	
Type I and II	—	—	—	NO BID			
End of Road 8'/ 10' & 12'	—	—	—				
Barrel Tape	—	—	—				
2" x 50 Yards	—	—	—				
4" x 50 Yards	—	—	—				
6" x 50 Yards	—	—	—				
Barricades Tape	—	—	—	—			
Reflective, General Purpose Tape Red, White, Yellow	—	—	—	—			
1" x 30" yd. Roll, 2"x 30" yd. Roll, 3" x 30" yd Roll	—	—	—	1" 52.66 2" 105.33 3" 157.99 } x50 yds			
Type A & C Orange Left/Right ✓	128.00	210.26	477.01	8"x50yds			
Type 111	—	—	—				
8" x 50 yd.	128.00	210.26	477.01	8"x50yds			
8" x 100 yd.	256.00	420.52	954.02	8"x100yd			
Flexible Road Marker	—	—	—				
62" White Road Marker w/ Wt. Reflector Sheeting	—	—	—	16.27			
62" White Road Marker w/ Yellow Reflector Sheeting	—	—	—	16.27			
Post Driver	—	—	—	178.75			
Jiggle Bars 6" x 34"	—	—	—	NO BID			
Anti-Theft Bolts	—	—	—				
5/16 Bolts 21/2" x 3"	—	—	—				
1/4 Bolts 2"	—	—	—				
Cross Brackets 2" & 3"	—	—	—				
Round Post Brackets 2" & 3"	—	—	—				
Industrial Grade Mil Barrier Tape	—	—	—	8.85			
Temporary Barrier Fence	—	—	—	NO BID			

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Quick Fence Safety System	—	—	—	NO BID	NO BID		
U Post Brackets 2" & 3"	—	—	—	↓			
1/4" Screws for Brackets (Blade Holders)	—	—	—				
3" Post Caps	—	—	—				
Chevrons 18" x 24"	9.81	12.80	22.46				
Cones (Traffic)	—	—	—	NO BID			
18" Plain, Bright Orange Top, Black Base	—	—	—	↓			
28" Plain, Bright Orange Top, Black Base	—	—	—				
36" Plain, Bright Orange Top, Black Base	—	—	—	↓			
28" Orange/Red Glow	—	—	—	9.65			
28" With Reflective Collars	—	—	—	17.43			
11 ½" x 16" Decals	—	—	—	NO BID			
Post Domes	—	—	—	↓			
Double Arrow	—	—	—				
48" x 24" Yellow Reflective Aluminum Rectangle	30.94	38.92	64.68				
Municipal Emblems (Pressure Sensitive)	—	—	—	5.30			
Gal. 5 gal. Expoxy Kit	—	—	—	386.90			
One gal. Kit	—	—	—	108.34			
Quick Sticks				NO BID			
Locknuts				NO BID			
6" x 12" Bridge Markers	2.48	2.98	4.59				
End of Roadway Markers / Button Delineators 18" x 18"	14.84	17.90	25.00				
Object Markers Reflective	—	—	—				
12" x 36"	9.81	12.80	22.46				
10" x 30"	7.38	9.46	16.16				
6" x 24"	4.65	5.65	8.86				

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
6' Delineator Posts (Flexible)	—	—	—	NOBID		NO BID	
18" Double Faced Hand Paddles	18.74	25.13	45.26				
Quad Stands for Roll Up Mesh Sign	—	—	—	126.00			
Round Plastic Reflector - Red	—	—	—	.57			
33" x 3" Reflective Keep Back 500 Feet	3.73	4.47	6.89				
Round Plastic Reflectors Amber	—	—	—	.57			
Rectangular Reflectors 3" x 8" Type A & C	—	—	—	NOBID			
Rectangular Reflectors 3" x 8" Type A & C	—	—	—	NOBID			
Safety Flags- Fluorescent w/ Stiffener	—	—	—				
16" x 16"	—	—	—				
18" x 18"	—	—	—				
Safety Splice U Channel Sign Post System	—	—	—				
8" x 10" Upright Sign Post	—	—	—				
Stub Post & Hardware	—	—	—				
Sign Assembly Hardware	—	—	—				
U Channel	—	—	—				
Tubular Post 8'	—	—	—	13.23			
Tubular Post 10'	—	—	—	16.53			
Tubular Post 12'	—	—	—	19.84			
Sq. Post	—	—	—	NOBID			
Screw Set	—	—	—				
Super Dome Drums	—	—	—				
Molded Rubber Base	—	—	—				
Blue Net Sheeting 15"	—	—	—				
Portable Stands (3 & 4 Legs) Quadra Flex 36" Stand	—	—	—				
4" Transfer Tape	—	—	—	10.77			

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
U Channels	—	—	—				
12" x 3" Heavy Gauge	12' 3lb galvanized			32.52		NO BID	
U Post	—	—	—				
U Shape Green Galvanized 10 ft., 12 Ft.	2 lb green			10'215: 16.00 12'215: 19.20			
Wing Bracket for All Sign ~~Plates~~	—	—	—	~~4.88~~ (4m)			
Standard 16" Wing Bracket	—	—	—	4.89			
Heavy Duty 24" Wing Bracket	—	—	—	15.24			
Temporary Barrier Fencing Roll	—	—	—	NO BID			
48" Handicap Stencil	—	—	—	NO BID			
24" x 24" Binder Signs (Folding Signs)	—	—	—	NO BID			
Barricade Lights Flashers	—	—	—	~~18.11~~ (4m) NO BID			
Plastic Delineators (Stand Alone)	—	—	—	NO BID			
24" Safety Flags	—	—	—				
Tape Caution Buried Electrical Lines	—	—	—				
30" x 30" Roll Up Mesh Stop/ Slow Paddle	—	—	—				
Barricade Lights	—	—	—	18.11			
6' Speed Bump (Plastic)	—	—	—	NO BID			
9' Speed Bump (Plastic)	—	—	—				
9' Speed Bump – Yellow & Black (plastic)	—	—	—				
Epoxy Pads	—	—	—				
8' x 4' MDO Specialty Sign	—	—	—				
24" x 24" Barricade Marker	—	—	—				
6" x 50 yds Roll of E/E Vinyl	—	—	—	56.02			
6" x 50 yds Roll of H.I.P Vinyl	—	—	—	123.55			
Slow Moving Vehicle - 040 Aluminum (Triangle)	—	—	—	6.67			

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Slow Moving Vehicle - Decal (Triangle)	—	—	—	5.30	NO BID		

Bidder/Company Name: Custom Products Corp.

Address: P.O. Box 54091

City/State/Zip Code: Jackson MS 39288

Phone Number: 800 367 1492

E-Mail Address: heidi@cpcsigns.com

Cellular & Pager Numbers: 601 932-5854

Fax Number: 800 206 3444

Authorized Signature: Heidi M

Printed Name: Heidi McGee

Title: Bid Manager

Date: 11-26-8

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/31/2010

RECEIVED
JAN 06 2011
By

PRODUCER
Regions Insurance, Inc.
P O Box 13389
Jackson, MS 39236-3389
601 790-8500

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
Custom Products Corporation
Post Office Box 54091
Jackson, MS 39288

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: United Fire & Casualty Co.	
INSURER B: Ohio Casualty Insurance Co.	
INSURER C: Companion Commercial Ins. Co.	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR X PD Ded:5,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	60318463	01/02/11	01/02/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000
A		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	60318463	01/02/11	01/02/12	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
B		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $	EUO(12)53155045	01/02/11	01/02/12	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000 $ $ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	CWC36220180006	01/02/11	01/02/12	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: General Certificate of Insurance.

CERTIFICATE HOLDER

Hidalgo County
100 E Cano
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL XXXXXXXX MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, XXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXX

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

February 7, 2011

Delta Specialties
Attn: Martin Pena, Owner
10205 E Hwy. 107
Edinburg Texas 78542

Via: Certified Mail #7099-3220-0002-1745-6975
Email: delta.signs@yahoo.com

Re: Sixty-Day Extension for "Hidalgo County-Traffic Road Signs And Miscellaneous Equipment"-Original Contract #C-08-338-02-09

Dear Mr. Pena:

Commissioners' Court will take applicable action (Monday, February 14, 2011) in connection with the Hidalgo County's option to exercise the sixty (60) day grace period for the current contract in place while procurement process is completed and processed, at the same rate, term and conditions.

This notice will be sent via certified mail as well as by email, please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of Monday, February 14, 2011 for discussion, consideration and action, by signing below and returning to the Purchasing Department so as to attach to agenda item for approval, by no later than 11:00 a.m., Wednesday, February 9, 2011, via facsimile to (956) 318-2629 or email to evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: Martin Pena Date: 2-7-11

REQUIREMENTS AGREEMENT
C-08-338-02-09

THIS AGREEMENT (the "Agreement") is entered into effective as of February 20, 2009 by and between **Martin & Margarita Pena dba Delta Specialties and Supplies,** (primary vendor) **an Individual** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Traffic Road Signs & Miscellaneous Equipment,"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one (1) year with the County's option to renew for one (1) year based on the prior year's performance evaluation 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 **"Traffic Road Signs & Miscellaneous Equipment"** in the areas of **HIDALGO COUNTY** projects for a period of one year from with the option to renew one (1) year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party 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, 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: Delta Specialties
Attention: Martin Pena
RR1 Box 276
Edinburg, Texas 78539

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

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

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

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

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

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular

shall include the plural whenever and as often as may be appropriate

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

Insurance. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON, FEBRUARY 09th, 2009.

HIDALGO COUNTY

By: _____

Juan D. Salinas, III, County Judge

Date: 2/19/09

ATTEST:

By: _____

Arturo Guajardo, Jr., County Clerk

Date: _____

Delta Specialties & Supplies

By: _____

Printed Name: MARTIN PEÑA

Title: Owner

Date: 2-20-09

APPROVED AS TO FORM:

By: _____

Antonio Mendoza

Date: 2-13-09

EXHIBIT "A"
SPECIFICATIONS

TRAFFIC-ROAD SIGNS AND ACCESSORIES
HIDALGO COUNTY
RFB NO. 2008-338-12-03BYSI
EXHIBIT "A"
SPECIFICATIONS

SCOPE - REQUIREMENTS - INFORMATION TO BIDDERS

Scope:
The County of Hidalgo is seeking sealed bids from qualified and interested vendor(s) for the fabrication of new, as well as, the refacing of existing traffic-road signs, accessories and related supplies.

Terms Conditions & Requirements:
1. Hidalgo County has the authority to utilize State Contracts and under cooperative purchasing participation when ever it is in the County's best interest to do so.

2. Hidalgo County reserves the right to award to one (1) or multiple vendors.

3. All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.

4. All products furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.

5. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges shall be passed onto Hidalgo County.

6. Vendor(s) will provide and maintain all the required Insurance and/or Bonds as described and listed in: **Insurance Requirements: See Exhibit "C" attached hereto.**

7. Term of contract is for one (1) year period with County=s option to extend the contract for an additional one (1) year under the same rates terms and conditions.

8. County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the contract term due to an unforseen delay in the award of a new bid for next contract term.

9. 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

10. Due to the nature of the user departments, vendor(s) will be required to construct the new as well as re-face existing signs within three (3) working days from receipt of a properly executed purchase order. Vendor(s) will inform ordering department of their inability to complete the work ordered in a prompt and timely manner so as to allow the department sufficient notice to place the order with the ASecondary Vendor@. Any purchase order placed with the primary vendor will become null and void if this circumstance occurs and any costs incurred by the primary vendor are not the responsibility of Hidalgo County.

Information to Bidders:
Vendor(s) will be bid on the fabrication of new as well as the re-facing of existing signs as described in detail on Exhibit AA@ and contained in this bid packet. Vendor(s) will be informed before the end of the initial one (1) year term if the County intends to exercise their option to extend the contract for an additional one (1) year under the same rates,terms and conditions.

EXHIBIT "A"
SPECIFICATIONS

A. Signs, traffic, metal (aluminum), reflective, to meet Texas Department of Transportation (TxDot) specification of Department of Maintenance and Safety (DMS) DMS-7110 Class 2, and to be of alloy 6061-T6-or 5052-H38 with holes punched and corners clipped in accordance with TxDOT standards, 0.80 GA (gauge) for signs up to 7.5 square feet, 0.100 for signs 7.5 square feet to 15 square feet, and 0.125 gauge for signs over 15 square feet. Reflective sheeting and screen inks to meet the requirements of Texas Department of Transportation specification DMS-8300. Non-reflective sheeting to meet the requirements of DMS-8320. All signs to conform to Manual of Uniform Traffic Control Devices (MCTCD), Texas Department of Transportation standards and Federal Highway standards.

B. All signs with blue, brown, green, orange, red and yellow backgrounds shall be fabricated with Type C (high specific intensity) reflective sheeting. White background signs shall be fabricated with Type A (engineer grade) reflective sheeting.

C. White legends and borders shall be White Type C (high specific intensity) reflective sheeting.

D. All other related supplies must also comply to all applicable Texas Department of Transportation and Federal Highway standards.

E. **Type, dimension and color of signs (both new and refaced), accessories and supplies required are listed in Exhibit "B".**

EXHIBIT "B"
PAYMENT SCHEDULE

EXHIBIT "B"
TRAFFIC-ROAD SIGNS AND ACCESSORIES
HIDALGO COUNTY
RFB NO. 2008-338-12-03-YSI

BID PAGE(S)

Bid Prices is on a unit price basis.

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
3 Way							
12" x 6"	4.54	7.54	10.54		3.80	4.61	6.00
4 Way							
12" x 6"	4.54	7.54	10.54		3.80	4.61	6.00
24" x 18"	14.78	18.50	27.95		9.34	15.00	23.00
A/C And Refrigeration							
18" x 24"	14.78	18.50	27.95		9.34	15.00	23.00
All Way							
18" x 6"	5.30	8.75	11.25		4.25	7.25	10.00
Arrow Signs							
48" x 24"	32.00	42.00	65.50		20.00	35.00	45.00
20" x 8"	7.18	12.46	16.57		5.00	10.00	14.00
15" x 8"	7.18	12.46	16.57		5.00	10.00	14.00
Bridge Closed							
36"x 36"	36.00	48.95	75.00		25.00	32.00	52.00
48" x 48"	64.00	82.00	125.00		45.00	52.00	92.00
30" x 30"	25.99	33.50	52.00		20.00	28.00	39.00
48" x 30"	45.00	56.00	88.00		25.00	32.00	52.00
Bridge Out							
30" x 30"	25.99	33.50	52.00		20.00	28.00	39.00
Brush Area							
18" x 24"	14.78	18.50	27.95		9.95	15.00	23.00
Cable/ Utility Warning Signs							
9" x 3"	5.50	7.54	12.95		4.10	5.61	7.00

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
12" x 3 ½"	7.50	—	—		4.10	5.61	7.00
12" x 9"	6.25	9.25	12.00		4.10	5.61	7.00
Caution							
18" x 24"	14.78	18.50	27.95		9.95	15.00	23.00
30" x 30"	25.99	33.50	52.00		20.00	28.00	39.00
Children At Play							
24" x 30"	20.00	28.50	46.00		13.95	19.00	37.00
18" x 24"	14.78	18.50	27.95		9.95	15.00	23.00
Curve: Right or Left Curve Ahead							
24" x 24"	17.95	23.50	35.95		12.95	18.00	29.00
30" x 30"	25.99	33.50	52.00		20.00	28.00	39.00
30" x 36"	35.00	43.00	68.00		25.00	32.00	52.00
Construction Zone Warning Signs							
18" x 18"	14.78	20.18	33.75		7.10	15.00	23.00
24" x 24"	17.95	23.50	35.95		12.95	18.00	29.00
30" x 30"	25.99	33.50	52.00		20.00	28.00	39.00
36" x 36"	36.00	48.95	75.00		25.00	36.00	52.00
48" x 48"	76.00	95.00	140.00		45.00	59.00	92.00
Roll-up Mesh Signs							
18" x 18"	NB	—	—		N/B	—	—
24" x 24"	NB	—	—		N/B	—	—
30" x 30"	NB	—	—		N/B	—	—
36" x 36"	55.00	67.00	85.00		N/B	—	—
48" x 48"	65.00	95.00	135.00		N/B	—	—
Construction Zone Signs & Supplemental Signs							
12" x 18"	12.00	15.00	20.00		6.00	7.25	10.55
24" x 12"	12.00	15.00	20.00		7.00	10.00	15.00
18" x 24"	14.78	18.50	27.95		9.95	15.00	23.00
24" x 18"	14.78	18.50	27.95		9.95	15.00	23.00
30" x 24"	20.00	28.50	46.00		13.95	19.00	37.00

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
30' x 30'	25.99	33,50	52,00		20.00	28,00	39.00
48" x 18"	26.95	35,00	54.00		13,00	21.00	36.00
48" x 24"	35.00	42.00	65,50		26,00	35,00	45,00
48" x 30"	45,00	55.00	89.00		26.00	35,00	45,00
Custom Message							
12" x 18"	12,00	15,00	20.00		7,10	14.45	22.00
18" x 24"	14.78	18.50	27.95		9 95	15,00	23,00
9" x 30"	14.78	18.50	27.95		9.95	15,00	23.00
36" x 36"	36.00	48.95	75,00		25,10	32,00	52,00
Dead End							
30" x 30"	25.99	33.50	52,00		20,00	28,00	39.00
24" x 24"	17.95	23.50	35.95		12.95	18,00	29.00
Detour							
30" x 24"	20.00	28.50	46.00		13.95	19.00	32.00
Dip							
30" x 30"	25.99	33.50	52,00		20.00	28.00	39.00
36" x 36"	36.00	48.95	75.00		25,00	32,00	52,00
Double Arrow							
48" x 24"	35.00	42,00	65.50		26.00	35,00	45,00
Fluorescent Yellow Green Safety							
24" x 18"	27,00	27.00	27.00		—	—	20.00
24" x 24"	36.00	36.00	36.00		—	—	23,00
30" x 30"	56.00	56.00	56.00		—	—	37.00
36" x 36"	82,00	82.00	82.00		—	—	49.00
48" x 48"	135,00	135.00	135,00		—	—	95,00
Fresh Oil							
24" x 24"	17.95	23.50	35.95		12.95	18.00	29.00
Handicap unlimited wording & symbols							
12" x 6"	4.54	7.54	10.54		3 80	4.61	6.00
12" x 9"	6.25	9.25	12,00		4.10	5.61	7.00

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
12" x 12"	11.00	14.00	19.00		5,10	6.61	8,00
12" x 18"	12,00	15,00	20.00		6.00	7.25	10.55
12" x 24"	14.78	18,50	27.95		7.10	14.45	22,00
18" x 18"	14.78	18.50	27.95		7.10	14.45	22.00
18" x 24"	14.78	18.50	27.95		9.95	15,00	23,00
Handicap X-ing							
12" x 18"	12.00	15.00	20.00		6.00	7.25	10.55
18" x 24"	14.78	18,50	27.95		9.95	15,00	23,00
24" x 30	20.00	28.50	46,00		13.95	19.00	37.00
30' x 30'	25.99	33.50	52,00		20.00	28,00	39.00
36" x 36"	36.00	48.95	75,00		25,00	32,00	52,00
48" x 48"	76.00	95,00	140.00		45,00	52,00	92,00
Handicap Stencil							
36' x 36'				85.00	N B	—	—
Arrow Sign							
21" x 12" pointing down right or left	14.78	18,50	27.95		7,10	14.45	22.00
Ice on Bridge							
30" x 30"	25.99	33.50	52,00		20.00	28.00	39,00
Interlocal/ Project Signs							
4" x 8" Plywood one side only	245.00	350.00	N B		150.00	250.00	N/B
4" x 8" Plywood double sided	375.00	450.00	N B		300.00	500.00	N/B
Office & Shop Signs							
Keep Back 25 Feet					4.10	5.61	7.00
12" x 9"	6.25	9.25	12,00		4.10	5.61	7,00
Left to Right Marker Bridge							
12" x 36"	15,47	18.90	28.20		9.95	15,00	23.00
18" x 24"	14.78	18.50	27.95		9.95	15.00	23.00
Mattress							
18" x 24"	14.78	18.50	27.95		995	15.00	23.00

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Men Working							
24" x 24"	17.95	23.50	35.95		12.95	18.00	29.00
Metal Area							
18" x 24"	14.78	18.50	27.95		9.95	15.00	23.00
Mowers Ahead							
36" x 36"	36.00	48.95	75.00		25.00	32.00	52.00
48" x 48"	76.00	95.00	140.00		45.00	52.00	92.00
Narrow Bridge							
24" x 24"	17.95	23.50	35.95		12.95	18.00	29.00
30" x 30"	25.99	33.50	52.00		20.00	28.00	39.00
Neighborhood Watch 24 X30	20.00	28.50	46.00		13.95	19.00	37.00
18" x 24"	14.78	18.50	27.95		9.95	15.00	23.00
No Dumping 24x30	20.00	28.50	46.00		13.95	19.00	37.00
60" x 30"	50.00	70.00	110.00		25.00	32.00	52.00
18" x 24"	14.78	18.50	27.95		9.95	15.00	23.00
Pavement Ends 36 x 36	36.00	48.95	75.00				
30" x 30"	25.99	33.50	52.00		20.00	28.00	39.00
Pedestrians Diamond							
36" x 36"	36.00	48.95	75.00		25.00	32.00	52.00
48" x 48"	76.00	95.00	140.00		45.00	52.00	92.00
30" x 30"	25.99	33.50	52.00		20.00	28.00	39.00
Public/ Private Parking Sign							
12" x 18"	12.00	15.00	20.00		7.10	14.45	22.00
18" x 24"	14.78	18.50	27.95		9.95	15.00	23.00
Right to Left Marker							
12" x 36"	15.00	18.50	27.95		9.95	15.00	23.00
18" x 24"	14.78	18.50	27.95		9.95	15.00	23.00
Road Closed to Thru Traffic							
60" x 30"	50.00	70.00	110.00		25.00	32.00	52.00
48" x 30"	45.00	55.00	89.00		25.00	32.00	52.00

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Road Closed							
48" x 30"	45,00	55,00	89,00		25,00	32.00	52,00
30" x 48"	45.00	55.00	89.00		25.00	32.00	52.00
36" x 36"	36.00	48.95	75,00		25.00	32.00	52.00
Road Construction Ahead							
36" x 36"	36.00	48.95	75.00		25,00	32,00	52.00
48" x 48"	76.00	95.00	140.00		45.00	52.00	92,00
30" x 30"	25.99	33.50	52.00		20.00	28,00	39.00
Road Machinery Ahead							
36" x 36"	38,00	52,00	81.00		25.00	32.00	52.00
48" x 48"	76.00	95,00	140,00		45,00	52.00	92.00
30" x 30"	25.99	33.50	52,00		20.00	28,00	39.00
School Ped X-ing 51-1 PENT. 36 x 36	38,00	52,00	81.00		F10. Diamond Grade		
30" x 30" ~~36x36~~	25.99	33.50	52,00		—	—	37,00 49.00
School Zone Signs							
24" x 8"	14.78	20.18	33.75		7.10	14.45	22,00
24" x 10"	14.78	20.18	33.75		7.10	14.45	22.00
18" x 24"	14.78	18.50	27.95		9.95	15,00	23.00
24" x 18"	14.78	18.50	27.95		9.95	15,00	23.00
24" x 24"	17.95	23.50	35.95		12.95	18.00	29,00
24" x 30"	20.00	28.50	46.00		13.95	19.00	37.00
24" x 48"	35,00	42,00	65.50		20.00	35.00	45.00
30" x 30"	25.99	33.50	52.00		20.00	28.00	39.00
48" x 48"	76.00	95.00	140.00		45,00	52.00	92,00
36" x 36"	38,00	52.00	81.00		25.00	32,00	52.00
Signs & Blanks							
6" x 30"	8.44	9.86	13.65		NB	—	—
6" x 24"	6.75	7.89	10.92		NB	—	—
6" x 18"	5.22	6.25	8.50		NB	—	—
6" x 36"	8.95	10.95	14.25		NB	—	—

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
30" x 30"	25.99	33.50	52.00		20.00	28,00	39.00
Single Arrow							
30" x 36"	36.00	48.95	75,00		25.00	32,00	52,00
48" x 24"	35,00	42,00	65.50		20.00	35,00	45.00
Single Arrow Left/Right							
30" x 36"	36.00	48.95	75,00		25,00	32.00	52,00
48" x 24"	35,00	42,00	65.50		20,00	35.00	45.00
Slow 36x36	38,00	52.00	81.00				
30" x 30"	25.99	33.50	52,00		20.00	35.00	45.00
24" x 24"	17.95	23.50	35.95		12.95	18,00	29.00
Slow For Children							
24" x 30"	20.00	28.50	46.00		13.95	19.00	37.00
18" x 24"	14.78	18.50	27.95		9.95	15,00	23.00
Specialties Signs							
6" x 12"	6.00	7.00	8.50		3.80	4.61	6.00
18" x 24"	15,00	19.00	28.00		9.95	15,00	23.00
30" x 24"	22.00	30.50	48.00		13.95	19.00	37.00
12" x 18"	13.00	16.00	21.00		7.10	14.45	22.00
48" x 24"	37.00	45,00	68.50		20.00	35.00	45,00
4' x 8' ft.	245,00	350.00	N B		150.00	250.00	N/B
30" x 36"	38.00	50.95	78,00		25.00	32.00	52.00
24" x 24"	19.95	25.50	37.95		12.95	18,00	29.00
4' x 4' ft.	82.00	102.00	148.00		45.00	52.00	92.00
12" x 18"	13.00	16,00	21.00		7.10	14.45	22.00
2" x 16"	2.50	4.25	5.50		7.10	14.45	22.00
12" x 9"	8.25	11.25	15.00		7.10	14.45	22.00
30"x 30"	29.00	37.00	55.00		20.00	28.00	39.00
24" x 36"	31.00	39.50	59.00		26.00	35.00	45.00
36" x 12"	19 00	23.00	34.50		12.95	18.00	29.00
48" x 48"	82.00	102.00	148.00		45.00	52.00	92.00

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Speed Limit							
18" x 24" 10-40 MPH (depending on specs)	14.78	18.50	27.95		9.95	15.00	23.00
24" x 30" 10-40 MPH (depending on specs)	20.00	28.50	46.00		13.95	19.00	37.00
Stop Ahead							
24" x 24"	17.95	28.50	42.00		12.95	18.00	29.00
30" x 30"	28.00	43.00	65.00		20.00	28.00	39.00
36" x 36"	50.00	63.00	95.00		25.00	32.00	52.00
Stop Signs							
30" x 30"	28.95	37.00	56.00		20.00	28.00	39.00
24" x 24"	17.95	23.50	35.95		12.95	18.00	29.00
36" x 36"	42.00	52.00	80.00		25.00	32.00	52.00
18" x 18"	14.78	18.50	27.95		7.10	14.45	22.00
48" x 48"	95.00	115.00	160.00		45.00	52.00	92.00
Stop Stencil							
36" x 36"				85.00			
Street Name Signs							
6" x 30"	17.50	26.95	29.95		NB	—	—
6" x 24"	16.50	25.50	28.95		NB	—	—
6" x 18"	16.50	25.50	28.95		NB	—	—
6" x 36"	19.50	29.95	39.95		NB	—	—
Supplemental Plaques							
12" x 6"	4.54	7.54	10.54		3.80	4.61	6.00
"T" Intersection 36 x 36	38.00	52.00	81.00		25.00	32.00	52.00
24" x 24"	17.95	23.50	35.95		12.95	18.00	29.00
30" x 30"	25.99	33.50	52.00		20.00	28.00	39.00
Tire Area							
18" 24"	14.78	18.50	27.95		9.95	15.00	23.00
Traffic Signs							
9" x 12"	6.25	9.25	12.00		7.10	14.45	22.00

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
18" x 12"	12.00	15.00	20.00		7.10	14.45	22.00
18" x 24"	14.78	18.50	27.95		9.95	15.00	23.00
24" x 18"	14.78	18.50	27.95		9.95	15.00	23.00
24" x 24"	17.95	23.50	35.95		12.95	18.00	29.00
24" x 30"	20.00	28.50	46.00		13.95	19.00	37.00
24" x 36"	25.99	33.50	52.00		20.00	35.00	45.00
30" x 30"	25.99	33.50	52.00		20.00	35.00	45.00
30" x 36"	38.00	52.00	81.00		25.00	32.00	52.00
36" x 12"	17.95	23.50	35.95		12.95	18.00	29.00
48" x 24"	35.00	42.00	65.50		20.00	35.00	45.00
48" x 48"	95.00	115.00	160.00		45.00	52.00	92.00
Trash Area							
18" x 24"	14.78	18.50	27.95		9.95	15.00	23.00
Truck Crossing					~~25.00~~	~~32.00~~	~~52.00~~
36" x 36"	38.00	52.00	81.00		25.00	32.00	52.00
48" x 48"	76.00	95.00	140.00		45.00	52.00	92.00
30" x 30"	25.99	33.50	52.00		20.00	28.00	39.00
Type III End of ROAD							
10' Type III	225.00	295.00	NB		195.00	375.00	NB
Warning Signs							
24" x 24"	17.95	28.50	42.00		12.95	18.00	29.00
30" x 30"	25.99	33.50	52.00		20.00	28.00	39.00
36" x 36"	38.00	52.00	81.00		25.00	32.00	52.00
24" x 18"	14.78	18.50	27.95		9.95	15.00	23.00
48" x 48"	76.00	95.00	140.00		45.00	52.00	92.00
9" x 12"	6.25	9.25	12.00		7.10	14.45	22.00
18" x 12"	12.00	15.00	20.00		7.10	14.45	22.00
24" x 30"	20.00	28.50	46.00		13.95	19.00	37.00
24" x 36"	25.99	33.50	52.00		20.00	28.00	39.00
36" x 12"	17.25	23.50	35.95		12.95	18.00	29.00
48" x 24"	38.00	52.00	81.00		20.00	35.00	45.00

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Water on Bridge							
48" x 48"	76.00	95.00	140.00		45.00	52.00	92.00
30" x 30"	25.99	33.50	52.00		20.00	28.00	39.00
Yield Sign							
30" x 30" x 30"	16.28	19.95	29.00		8.95	15.00	22.00
36" x 36" x 36"	20.00	26.50	40.00		13.50	23.00	32.00
Y Intersection							
30" x 30"	25.99	33.50	52.00		20.00	28.00	39.00
Your Trash Must Be Secure At All Times							
18" x 24"	14.78	18.50	27.95		9.95	15.00	23.00
3" Center Pavement Reflectors							
Amber				1.50			
Clear				1.70			
Red or white				1.85			
4" Center Pavement Reflectors							
Amber				1.50			
Clear				1.70			
Red or white				1.85			
Aluminum Brackets for 6" & 9"							
Post Cap for U Channel Posts				6.50			
Post Cap for 2" & 3" Posts				6.50 2" 7.75 3"			
Post Cap for 1 3/4 Sq Post for Flat Assy				6.50			
90° Bracket for 4 Way Assembly				6.50			
45°/ 180° Bracket for 4 Way Assembly				6.50			
Barricades							
A Frame 30" Tall x 6' Wide All Plastic Frame				75.00			
8' Type III Orange or Red/White Type A & C				281.00			

Break-Away

Item PANELS	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
96" x 8" Reflective 1" Thick Orange/White				52.00			
~~Type I and II~~ Type III							
End of Road 8'/ 10' & 12'				150.00 8' 195.00 10' 210.00 12'			
Barrel Tape							
2" x 50 Yards				N/B			
4" x 50 Yards				N/B			
6" x 50 Yards				250.00 Type C			
Barricades Tape							
Reflective, General Purpose Tape Red, White, Yellow							
1" x 30" yd. Roll, 2"x 30" yd. Roll, 3" x 30" yd Roll				65.00 135.00 150.00			
Type A & C Orange Left/Right							
Type 111							
8" x 50 yd.				145.00 E.G. 260.00 - C			
8" x 100 yd.				520.00 - C			
Flexible Road Marker							
62" White Road Marker w/ Wt. Reflector Sheeting				42.00			
62" White Road Marker w/ Yellow Reflector Sheeting				42.00			
Post Driver				210.00			
Jiggle Bars 6" x 34"				N/B			
Anti-Theft Bolts							
5/16 Bolts 21/2" x 3"				.35			
1/4 Bolts 2"				.35			
Cross Brackets 2" & 3"				6.50 2" 7.75 3"			
Round Post Brackets 2" & 3"				6.50 2" 7.75 3"			
Industrial Grade Mil Barrier Tape				9.95			
Temporary Barrier Fence				52.00			

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Quick Fence Safety System				52.00			
U Post Brackets 2" & 3"				6.50 2" 7.75 3"			
1/4" Screws for Brackets (Blade Holders)				.15			
3" Post Caps				7.75			
Chevrons 18" x 24"	14.78	18.50	27.95				
Cones (Traffic)							
18" Plain, Bright Orange Top, Black Base				8.25			
28" Plain, Bright Orange Top, Black Base				11.25			
36" Plain, Bright Orange Top, Black Base				18.95			
28" Orange/Red Glow				11.25			
28" With Reflective Collars				15.95			
11 ½" x 16" Decals				12.95			
Post Domes CAPS				2.25			
Double Arrow 48X24	32.00	42.00	65.50				
48" x 24" Yellow Reflective Aluminum Rectangle Single	32.00	42.00	65.50				
Municipal Emblems (Pressure Sensitive)				15.95 each			
Gal. 5 gal. Expoxy Kit				N/B			
One gal. Kit				97.00			
Quick Sticks				17.95			
Locknuts				.25			
6" x 12" Bridge Markers				4.54			
End of Roadway Markers / Button Delineators 18" x 18"				24.00			
Object Markers Reflective							
12" x 36"				15.25			
10" x 30"				11.95			
6" x 24"				6.55			

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
6' Delineator Posts (Flexible)				42.00			
18" Double Faced Hand Paddles Plastic				16.95			
Quad Stands for Roll Up Mesh Sign				140.00			
Round Plastic Reflector - Red				1.00			
33" x 3" Reflective Keep Back 500 Feet				5.00			
Round Plastic Reflectors Amber				1.00			
Rectangular Reflectors 3" x 8" Type A & C				5.50			
Rectangular Reflectors 3" x 8" Type A & C				5.50			
Safety Flags- Fluorescent w/ Stiffener							
~~18"~~ x ~~18"~~ 24X24				5.25			
18" x 18"				3.25			
Safety Splice U Channel Sign Post System				38.00			
8" x 10" Upright Sign Post				15.00			
Poz-Loc Stub Post & Hardware				46.00			
Sign Assembly Hardware				.30 each			
U Channel 8' ft.	Green			18.52			
Tubular Post 8'				16.95			
Tubular Post 10'				19.58			
Tubular Post 12'				23.50			
Sq. Post				23.50			
Screw Set				.15			
Super Dome Drums				86.00			
Molded Rubber Base							
Blue Net Sheeting 15"				N/B			
Portable Stands (3 & 4 Legs) Quadra Flex 36" Stand				140.00			
4" Transfer Tape							

Width	Price
1"	$ 3.32
2"	$ 6.64
4"	$13.28
6"	$19.92
8"	$26.56
10"	$33.20
12"	$39.84
13"	$43.16
14"	$46.48
15"	$49.80
16"	$53.12
18"	$59.76
20"	$66.40
24"	$79.68
30"	$99.60
36"	$119.52
48"	$159.36

Transfer Tape →

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
U Channels							
12' x 3" Heavy Gauge	Green			37.00			
U Post							
U Shape Green Galvanized 10 ft., 12 Ft.				23.15 10' 27.80 12'			
Wing Bracket for All Sign Plates							
Standard 16" Wing Bracket				8.55			
Heavy Duty 24" Wing Bracket				20.78			
Temporary Barrier Fencing Roll				52.00			
48" Handicap Stencil 36 d48" STOP				95.00 95.00 175.00			
24" x 24" Binder Signs (Folding Signs) 30X30				32.00 38.00			
Barricade Lights Flashers				16.95			
Plastic Delineators (Stand Alone)				72.00			
24" Safety Flags				5.25			
Tape Caution Buried Electrical Lines				14.95			
30" x 30" Roll Up Mesh Stop/ Slow Paddle				82.00			
Barricade Lights				16.95			
6' Speed Bump (Plastic)				170.00			
9' Speed Bump (Plastic)				215.00			
4' Speed Bump – Yellow & Black (plastic)				243.52			
Epoxy Pads				1.50			
8' x 4' MDO Specialty Sign				265.00			
24" x 24" Barricade Marker				28.00			
6" x 50 yds Roll of E/G Vinyl				125.00			
6" x 50 yds Roll of H.I.P Vinyl				250.00			
Slow Moving Vehicle - 040 Aluminum (Triangle)				16.95			

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Slow Moving Vehicle - Decal (Triangle)	Non-Reflective			10.95			
Slipbase Assy.	only			110.00			
Slipbase Assy. w/ 12'ft. Post				165.00			
6' ft. Delineator	u-shape			11.95			
T-Bracket 2" 3"				48.00			
Reflectors RED/white w/Adhesive				3.50 each			
Roll up Signs 36x36 & 48x48	only			36"- 65.00 48"- 75.00			
Galvanized u-channel Post 8', 10', 12'				25.35 31.68 38.02			

Bidder/Company Name: Delta Specialties Signs + Supplies

Address: 10205 E. Hwy. 107

City/State/Zip Code: Edinburg, TX. 78542

Phone Number: 956-316-1625

E-Mail Address: delta.signs@yahoo.com

Cellular & Pager Numbers: 956-497-4960

Fax Number: 956-318-1316

Authorized Signature: Martin Peña

Printed Name: MARTIN PEÑA

Title: Owner

Date: 12-5-08

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/3/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: CUSTOMER SERVICE CENTER
HYLANT GROUP INC PO BOX 10660 JACKSONVILLE FL 322470660	PHONE (A/C, No, Ext): (866) 972-7378 FAX (A/C, No): (800) 455-9611 E-MAIL ADDRESS: ZSBSERVICECENTER@ZISINTERNET.COM PRODUCER CUSTOMER ID #:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
MARTIN & MARGARITA PENA DBA DELTA SPECIALTIES SIGNS & SUPPLIES 10205 E STATE HIGHWAY 107 EDINBURG TX 78542	INSURER A: ASSURANCE COMPANY OF AMERICA	19305
	INSURER B: MARYLAND CASUALTY COMPANY	19356
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Cert ID 72726 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC	Y		PAS 038483617	7/9/2010	7/9/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			PAS 038483617	7/9/2010	7/9/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DEDUCTIBLE [ ] RETENTION $	Y		PAS 038483617	7/9/2010	7/9/2011	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 038670213	7/9/2010	7/9/2011	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CERTIFICATE HOLDER IS DESIGNATED AS ADDITIONAL INSURED WITH REGARDS TO GENERAL LIABILITY SUBJECT TO THE POLICY TERMS AND CONDITIONS BY THIS POLICY.

CERTIFICATE HOLDER

HIDALGO COUNTY

2802 S BUSINESS HIGHWAY 281

EDINBURG TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

Februa 8, 2011

UniFirst Holdings, Inc.
Attn: Mr Carlos Antunez
515 Eas Beech
McAllen Texas 78501

Via: Certified Mail #7099-3220-0002-9745-7002
Email: carlos_antunez@unifirst.com

Re: Si ty-Day Extension for "Hidalgo County-Mats, Dust Mops, & Shop Rags-H algo County"-Original Contract #C-09-022-02-05

Dear Mr Antunez:

Commis oners' Court will take applicable action (Monday, February 14, 2011) in connecti n with the Hidalgo County's option to exercise the sixty (60) day grace period fo the current contract in place while procurement process is completed and processe , at the same rate, term and conditions.

This noti e will be sent via certified mail as well as by email, please forward back this acknowle ge receipt of notice of such request in order to proceed forward in placemer on the Commissioners' Court meeting of Monday, February 14, 2011 for discussio consideration and action, by signing below and returning to the Purchasin Department so as to attach to agenda item for approval, by no later than 11:00 a.m , Wednesday, February 9, 2011, via facsimile to (956) 956-318-2629 or email to: vangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines

By: _____ Date: 2-9-11

REQUIREMENTS AGREEMENT
C-09-022-02-25

THIS AGREEMENT (the "Agreement") is entered into effective as of **March 01, 2009** by and between **UNIFIRST HOLDINGS, INC.** a **CORPORATION** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **Mats, Dust Mops & Shop Rags** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") 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 and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Mats, Dust Mops & Shop Rags"** in the areas of **HIDALGO COUNTY** projects for a period of one (1) year from **March 01, 2009** to **February 28, 2010** with the option to renew for an additional one (1) year period (If applicable) under the same rates, terms, and condition, 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 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: UniFirst Holdings, Inc.
Attn: Carlos Antunez
515 East Beech
McAllen, Texas 78501

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 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 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: _____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM

By: _____
Antonio Mendoza, District Attorney's Office

Company: Unifirst

By: _____

Printed Name: Carlos Antunez

Title: Service Manager

Date: 3/30/09

APPROVED BY COMMISSIONERS COURT ON: **02/24/09**

EXHIBIT "A"
SPECIFICATIONS

HIDALGO COUNTY, TEXAS
Mats, Dust Mops & Shop Rags
BID NO. 2009-022-02-11-YSI

Special Terms, Conditions and Scope of Work

1. Vendor shall provide for the scheduled delivery of clean mats, dust mops, shop rags, and other janitorial items to the Hidalgo County Departments listed on Attachment I. Attached you will find a list of **ALL** departments to be serviced with an option to add or delete future sites.

2. Vendors shall provide listed department(s) a weekly list of location sites and quantities of where items are being delivered to. Vendor must deliver **only** location sites and quantities specified on this RFB Packet.

3. Vendor shall provide services for one year with the County of Hidalgo Contract having a sole option for an additional one-year extension based on prior years performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next contract term.

4. Vendor shall deliver the mats, dust mops, and/or shop rags on specified days each week, Monday through Friday, before the hour of 3:00 p.m. The only exception will be if a Holiday falls on a delivery day. In this event, mats, dust mops, and shop rags will be delivered the next work day following the Holiday.

   4.1 Failure to deliver on the specified days may constitute grounds for cancellation of the Agreement.

   4.2 Vendor shall obtain an **authorized signature** for each delivery. One copy of the shipping or delivery ticket shall be furnished to the respective County departments.

   4.3 Hidalgo County does not guarantee any specific quantity of items to be provided on a weekly basis. Furthermore, Hidalgo County reserves the right to increase or decrease the number of items being provided during the term of the resulting Agreement.

5. Hidalgo County does not allow vendors to subcontract the service without the expressed, written consent of the County.

6. Hidalgo County requires that the vendor replace, at no charge and as needed, mats which are warped or torn as these may cause persons to stumble and injure themselves. All mats must be replaced within one week from date notified.

7. The bid will be evaluated on the following criteria:

7.1 Total Cost
7.2 Promptness of Delivery
7.3 References

8. 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.

9. Hidalgo County has the authority to utilize State Contracts when ever it is in the County's best interest to do so.

10. Insurance requirements for this project to be maintained through out the contract term are General Liability, Auto Liability (if applicable) and Workers Compensation (If applicable). Refer to limits in Exhibit "C".

11. Hidalgo County reserves the right to award to one (1) or multiple vendors.

12. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

13. Hidalgo County is requesting that any and all questions, inquiries, and all clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Highway 281, Edinburg Texas 78539. ***Telephone calls will not be accepted!*** All written inquiries will be accepted via facsimile or e-mail at yvette.islas@co.hidalgo.tx.us no later than, Wednesday, **February 04, 2009, 5:00 PM.** Responses to said inquiries will be sent to all applicants via facsimile or e-mail by no later than **5:00 PM, February 06, 2009**.

HIDALGO COUNTY, TEXAS
Mats, Dust Mops & Shop Rags

BID NO. 2009-022-02-11-YSI

Special Terms, Conditions and Scope of Work (CONT)

14. **Vendor Information**

14.1 **Vendor Name:** _____

14.2 **Vendor Address:** _____

14.3 **Telephone Number:** _____ **Fax Number:** _____

14.4 **Contact Person:** _____

14.5 **Authorizing Signature:** _____

15. **References:** List three major references. Include company name, contact person, telephone and fax number, length of contract, services provided and other relevant information.

Name of Company: _____

Contact Person: _____

Address: _____

City/State/Zip Code: _____

Fax #: _____

Telephone #: _____

Length of Contract: _____

Services Provided: _____

HIDALGO COUNTY, TEXAS
Mats, Dust Mops & Shop Rags

BID NO. 2009-022-02-11-YSI

Special Terms, Conditions and Scope of Work (CONT)

Vendor # 2

Name of Company: _____

Contact Person: _____

Address: _____

City/State/Zip Code: _____

Fax #: _____

Telephone #: _____

Length of Contract: _____

Services Provided: _____

Vendor # 3:

Name of Company: _____

Contact Person: _____

Address: _____

City/State/Zip Code: _____

Fax #: _____

Telephone #: _____

Length of Contract: _____

Services Provided: _____

HIDALGO COUNTY, TEXAS
Mats, Dust Mops & Shop Rag
BID NO. 2009-022-02-11-YSI

BID PAGE FORM

PRODUCT #1 - FLOOR MATS: Color/Shape/Material - Vendor should provide assorted colors/patterns and shapes (square, oval or rectangle); Non-Slip

SIZES	QUANTITY	UNIT PRICE	TOTAL COST
3'x4'	2	$_____/Each	$_____/Week
3'x5'	95	$_____/Each	$_____/Week
3x10'	2	$_____/Each	$_____/Week
4'x6'	79	$_____/Each	$_____/Week
*4'x8'	2	$_____/Each	$_____/Week

***(With Hidalgo County Sheriff's Office Logo)**

PRODUCT #2 - DRY / DUST MOPS: Specify color/material. Handles and Frames should be provided.

SIZES	QUANTITY	UNIT PRICE	TOTAL COST
24"	125	$_____/Each	$_____/Week
36"	109	$_____/Each	$_____/Week

PRODUCT #4 - Wipers: Specify color / 100% cotton - 18 x 18

	QUANTITY	UNIT PRICE	TOTAL COST
18 x18	20	$_____/Each	$_____/Week

PRODUCT #5 - Wet Mops: Specify weight and material.

SIZES	QUANTITY	UNIT PRICE	TOTAL COST
32 oz.	17	$_____/Each	$_____/Week

PRODUCT #6: GRID TOWELS: Specify material

QUANTITY	UNIT PRICE	TOTAL COST
18	$_____/Each	$_____/Week

PRODUCT #7: SHOP RAGS: Specify Color / 100% Cotton - 18 x 18

QUANTITY	UNIT PRICE	TOTAL COST
109	$_____/Each	$_____/Week

Vendor Information and Pricing

1. Vendor Name: _____
2. Vendor Address: _____
3. Telephone Number:_____Fax Number: _____
4. E-Mail Address:_____Cell Number:_____
5. Contact Person: _____
6. Authorizing Signature: _____

7. **Total Cost:** **$_____/Week**

ATTACHMENT I

LOCATION SITES

(p 1 of 2)

Hidalgo County Administration Building
100 E Cano-Edinburg, TX 78539

Hidalgo County Courthouse
100 E Cano-Edinburg, TX 78539

Hidalgo County Edinburg Clinic
3105 E Schunior-Edinburg, TX 78539

Hidalgo County Extension Service
1410 N 13th St-Edinburg, TX 78539

Hidalgo County New Administration Bldg
2802 S Hwy Bus 281-Edinbrug, TX 78539

Hidalgo County Edinburg Health Dept
1304 S 25tth St-Edinburg, TX 78539

Hidalgo County Human Services
1212 S 26th St-Edinburg, TX78539

Hidalgo County 430th Court
123 S 9th St-Edinburg, TX 78539

Hidalgo County Probation Office
3100 S Closner, Edinburg, TX 78539

Hidalgo County Elections
111 S 9th St-Edinburg, TX 78539

Hidalgo County (FKNA Robert's Chevrolet)
317 N Closner-Edinburg, TX 78539

Hidalgo County Justice of the Peace-Espinoza
224 N 12th-Edinburg, TX 78539

Hidalgo Cnty Justice of the Peace–Palacios
224 N 12 Ave-Edinburg, TX 78539

Hidalgo County Buildings & Grounds
3100 S Closner-Edinburg, TX 78539

Hidalgo County DPS Building
1212 S 25th-Edinburg, TX 78539

Hidalgo County Mission License
1201 Doherty-Mission, TX 78572

Hidalgo County Human Services
1 ¼ Moorefield-Mission, TX 78572

Hidalgo County J of P and Constable
730 Breyfogle-Mission, TX 78572

Hidalgo County Mission Clinic
¼ Mile S Breyfogle-Mission, TX 78572

Hidalgo County McAllen Clinic
300 E Hackberry-McAllen-TX 78501

Hidalgo County McAllen License
300 E Hackberry-McAllen, TX 78501

Hidalgo County Pharr Clinic
1903 N Fir-Pharr, TX 78577

Hidalgo County Elsa Clinic
708 E Edinburg, Ave-Elsa, TX 78543

Hidalgo Cnty San Juan Community Center
509 E Earling-San Juan, TX 78589

Hidalgo Cnty San Carlos Community Center
6th of Hwy 107-San Carlos, TX 78539

Hidalgo County Weslaco Clinic
1901 N Bridge-Weslaco, TX 78596

Hidalgo County Justice of the Peace-Saenz
1902 Joe Stevens, Suite 302-Weslaco, TX 78596

Hidalgo County Justice of Peace-Morales
1902 Joe Stevens, Suite 301-Weslaco, TX 78596

ATTACHMENT I

LOCATION SITES

(Continued p 2 of 2)

Hidalgo County Pct 4
1102 N Doolittle Rd-Edinburg, TX 78542

Hidalgo County Pct No 1
1902 Joe Stevens-Weslaco TX 78596

Hidalgo County Pct No 3
400 W 13th St-Pharr, TX 78577

FOR DELIVERY, QUANTITY, MAILING OF INVOICES, QUESTIONS AND CONCERNS REGARDING THE ABOVE REFERANCED LOCATIONS, PLEASE CONTACT:
IRENE CANTU
BUILDINGS & GROUNDS DEPARTMENT
3100 SOUTH HWY 281-REAR (All the way to the back)
EDINBURG, TX 78539
956-289-1850 (F) 956-318-2648.

Hidalgo County Pct No1-Delta Lake's Park Dept
4 Miles N of Monte Alto on FM 88
Contact: Tina Quijas
956-262-6585 (F) 956-262-9840

Hidalgo County Sheriff's Department
711 E. El Cibolo Rd-Edinburg, TX 78539
Mailing: P O Box 1228-Edinburg, TX 78540
Contact: Letty Gonzalez
956-383-8114

Hidalgo County Pct No 2
301 E State-Pharr, TX 78577
Contact: Yolanda Cisneros
956-787-1891 (F) 956-787-4683

Hidalgo County Precinct No 4
1102 No Doolittle Rd-Edinburg, TX 78542
Contact: Rumaldo Munoz
956-383-3112 (F) 956-381-5905

Hidalgo County Pct No 3
724 N Breyfogle-Mission, TX 78572
Contact: Yolanda Cisneros
956-787-1891 (F) 956-787-4683

Hidalgo County Sheriff's Dept-Academy
711 E El Cibolo Rd-Edinburg, TX 78539
Mailing: P O Box 1228-Edinburg, TX 78540
Contact: Letty Gonzalez
956-383-8114

Hidalgo County Sheriff's Dept-Motor Pool
711 E El Cibolo Rd-Edinburg, TX 78539
Mailing: P O Box 1228-Edinbrug, TX 78540
Contact: Letty Gonzalez
956-383-8114

FOR DELIVERY, QUANTITY, MAILING OF INVOICES, QUESTIONS AND CONCERNS REGARDING THE ABOVE REFERANCED LOCATIONS PLEASE CONTACT THE PERSON LISTED ON EACH DEPARTMENT.

EXHIBIT "B"
VENDOR'S BID PRICE

Vendor Information and Pricing

1. Vendor Name: Unifirst
2. Vendor Address: 515 E-BEECH
3. Telephone Number: 956-686-0218 Fax Number: 956-686-0538
4. E-Mail Address: Carlos_Antunez@Unifirst.com Cell Number: 956-222-7951
5. Contact Person: Carlos Antunez
6. Authorizing Signature: Carlos Antunez

7. **Total Cost:** $ 405.24 /Week

HIDALGO COUNTY, TEXAS
Mats, Dust Mops & Shop Rag
BID NO. 2009-022-02-11-YSI

BID PAGE FORM

PRODUCT #1 - FLOOR MATS: Color/Shape/Material - Vendor should provide assorted colors/patterns and shapes (square, oval or rectangle); Non-Slip

SIZES	QUANTITY	UNIT PRICE	TOTAL COST
3'x4'	2	$ 1.60 /Each	$ 3.20 /Week
3'x5'	95	$ 1.70 /Each	$ 161.50 /Week
3x10'	2	$ 2.85 /Each	$ 5.70 /Week
4'x6'	79	$ 2.12 /Each	$ 167.48 /Week
*4'x8'	2	$ 2.90 /Each	$ 5.80 /Week

***(With Hidalgo County Sheriff's Office Logo)**

PRODUCT #2 - DRY / DUST MOPS: Specify color/material. Handles and Frames should be provided.

SIZES	QUANTITY	UNIT PRICE	TOTAL COST
24"	125	$ .39 /Each	$ 48.75 /Week
36"	109	$ .50 /Each	$ 54.50 /Week

PRODUCT #4 - Wipers: Specify color / 100% cotton - 18 x 18

	QUANTITY	UNIT PRICE	TOTAL COST
18 x18	20	$ .05 /Each	$ 1.00 /Week

PRODUCT #5 - Wet Mops: Specify weight and material.

SIZES	QUANTITY	UNIT PRICE	TOTAL COST
32 oz.	17	$ .56 /Each	$ 9.52 /Week

PRODUCT #6: GRID TOWELS: Specify material

QUANTITY	UNIT PRICE	TOTAL COST
18	$ .13 /Each	$ 2.34 /Week

PRODUCT #7: SHOP RAGS: Specify Color / 100% Cotton - 18 x 18

QUANTITY	UNIT PRICE	TOTAL COST
109	$ .05 /Each	$ 5.45 /Week

EXHIBIT "C"
INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/22/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

RECEIVED JAN 10 20 By

PRODUCER

Willis of Massachusetts, Inc.
26 Century Blvd.
P. O. Box 305191
Nashville, TN 37230-5191

CONTACT NAME:
PHONE (A/C, NO, EXT): 877-945-7378 FAX (A/C, NO): 888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: National Union Fire Insurance Company of	19445-001
INSURER B: New Hampshire Insurance Company	23841-004
INSURER C: The Insurance Company of the State of Pen	19429-001
INSURER D: Chartis Casualty Company, USA	40258-001
INSURER E:	
INSURER F:	

INSURED

UniFirst Corporation and its Subsidiaries
68 Jonspin Road
Wilmington, MA 01887

COVERAGES **CERTIFICATE NUMBER:** 15032575 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y	Y	4360909	10/1/2010	10/1/2011	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X POLICY PRO-JECT LOC							$
B	AUTOMOBILE LIABILITY	Y	Y	AOS 3976593	10/1/2010	10/1/2011	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
B	X ANY AUTO	Y	Y	MA 3976594	10/1/2010	10/1/2011	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	MA,ME,OH 1192338	10/1/2010	10/1/2011	X WC STATU-TORY LIMITS / OTH-ER	
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A	N/A	Y	CA 026149566	10/1/2010	10/1/2011	E.L. EACH ACCIDENT	$ 1,000,000
B	(Mandatory in NH)		Y	AOS 026149568	10/1/2010	10/1/2011	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
B	If yes, describe under DESCRIPTION OF OPERATIONS below		Y	MN, NY,WI 026149569	10/1/2010	10/1/2011	E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Worker's Comp	N	Y	FL 026149570	10/1/2010	10/1/2011	$1,000,000 EL each accident	
C	WC-statutory limits	N	Y	OR 026149571	10/1/2010	10/1/2011	$1,000,000 EL disease each employee	
B		N	Y	TX 026149572	10/1/2010	10/1/2011	$1,000,000 EL disease policy limit	
D		N	Y	AOS 026149567	10/1/2010	10/1/2011		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additonal Remarks Schedule, if more space is required)

Division/Location: 813

Certificate Holder is Additional Insured for General Liability and Auto Liability as their interest may appear if required by written contract but only with respect to liability arising out of operations of the Named Insured.

CERTIFICATE HOLDER

County of Hidalgo
2812 S. Business 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Coll:3191596 Tpl:1149657 Cert:15032575

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: 296752

LOC#: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Willis of Massachusetts, Inc.	UniFirst Corporation and its Subsidiaries 68 Jonspin Road Wilmington, MA 01887
POLICY NUMBER See First Page	
CARRIER / NAIC CODE See First Page	EFFECTIVE DATE: See First Page

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

It is understood and agreed that the Company waives its right of subrogation against the Additional Insureds which may arise by reason of a payment of claim under all the policies, if required by written contract and as permitted by law.

Additional Insured: County of Hidalgo

 © 2008 ACORD CORPORATION. All rights reserved.