

AI-25643

2.A.

2011 Line Item Transfer

CC CONSENT

Date: 03/15/2011
Submitted By: Kimberly Echavarria, J.P. 3, 1
Submitted For: Kimberly Echavarria
Department: J.P. 3, 1
Agenda Category: 2011 Intradep.(line-item) Transfers

Information

CAPTION

2011 - J.P. 3/1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-065-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 3-9-2011

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	03/09/2011 08:34 AM	APRV
2	JC Carreon	JC Carreon	03/09/2011 09:23 AM	APRV
3	Auditor's Office		03/10/2011 03:53 PM	NEW

Form Started By: Kimberly Echavarria
Started On: 03/08/2011 03:19 PM
Final Approval Date: 03/10/2011

AI-25595

2.B.

**Line_Item-Transfer 2011 Bond
CC CONSENT**

Date: 03/15/2011
Submitted By: Robert Leal, J.P. 4, 2
Department: J.P. 4, 2

Information

CAPTION
2011 - J.P. 4/2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-068-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 3-2-2011

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/02/2011 02:50 PM	APRV
2	JC Carreon	JC Carreon	03/02/2011 04:25 PM	APRV
3	Auditor's Office		03/10/2011 03:53 PM	NEW

Form Started By: Robert Leal Started On: 03/02/2011 02:06 PM
Final Approval Date: 03/10/2011

DATE: March 11, 2011

DEPARTMENT HEAD: Mary Alice Palacios

DEPARTMENT NAME: Justice of the Peace Mary Alice Palacios

ACCOUNT NUMBER: 1-1100-412-00-068-001-0-

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
550	Printing & Binding	529	Surety & Notary Bonds	\$120.00
TOTAL				120.00

REASON: The line item transfer listed for is for the request of payment as a claim for the Justice of the Peace Official Bond and Official Bond and Oath (LGC 27.001)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-25681

2.C.

2011 - County Clerk's Office (1100)

CC CONSENT

Date: 03/15/2011
Submitted By: Rene Perez, COUNTY CLERK
Submitted For: Rene Perez
Department: COUNTY CLERK
Agenda Category: 2011 Interdepartmental Transfers

Information

CAPTION

2011 - County Clerk's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-40-180-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 3-10-2011

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/09/2011 03:17 PM	APRV
2	JC Carreon	JC Carreon	03/10/2011 09:26 AM	APRV
3	Auditor's Office		03/10/2011 03:53 PM	PEND

Form Started By: Rene Perez Started On: 03/09/2011 03:09 PM

Final Approval Date: 03/10/2011

AI-25699

2.D.

Intra-Dept. Transfer 03/15/11

CC CONSENT

Date: 03/15/2011
Submitted By: Stephanie Palacios, DISTRICT CLERK
Submitted For: Laura Hinojosa
Department: DISTRICT CLERK
Agenda Category: 2011 Intradep.(line-item) Transfers

Information

CAPTION

2011 - District Clerk (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-090-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
336-->743 - \$ 16,034.70; Funding available as of 3/10/11.

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/10/2011 08:02 AM	APRV
2	Norma Silva	Norma Silva	03/10/2011 09:56 AM	APRV
3	Auditor's Office		03/10/2011 03:53 PM	NEW

Form Started By: Stephanie Palacios
Started On: 03/09/2011 05:33 PM
Final Approval Date: 03/10/2011

AI-25630

2.E.

Line Item Transfer

CC CONSENT

Date: 03/15/2011
Submitted By: Virginia Rodriguez, SHERIFF DEPT.
Submitted For: Virginia Rodriguez
Department: SHERIFF DEPT.
Agenda Category: 2011 Intradep.(line-item) Transfers

Information

CAPTION

2011 - Adult Detention Facility (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-423-21-280-002-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	03/08/2011 10:10 AM	APRV
2	Budget & Management	Erika Zamora	03/08/2011 01:21 PM	APRV
3	Norma Silva	Norma Silva	03/09/2011 11:32 AM	APRV
4	Auditor's Office		03/10/2011 03:53 PM	NEW

Form Started By: Virginia Rodriguez
Started On: 03/08/2011 09:12 AM
Final Approval Date: 03/10/2011

DATE: MARCH 1, 2011

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Hidalgo County Sheriff's Office

ACCOUNT NUMBER: 1-1100-423-21-280-002-0-

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM		TO		AMOUNT
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	
1-1100-423-21-280-002-0-	431-R&M SERVICE-BUILDING	1-1100-423-21-280-002-0-	745-COMPUTER EQUIPMENT	1,100.00
TOTAL				\$1,100.00

REASON: FUNDS ARE NEEDED TO COVER EXPENDITURES FOR A SECURITY DESKTOP COMPUTER (TO CONTROL ELECTRONIC SYSTEM)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/_____
DATE

ATTEST COUNTY CLERK

AI-25642

2.F.

Line Item Transfer

CC CONSENT

Date: 03/15/2011
 Submitted By: Emilia Uriegas, SHERIFF DEPT.
 Submitted For: Anacleto Martinez
 Department: SHERIFF DEPT.
 Agenda Category: 2011 Intradep.(line-item) Transfers

Information

CAPTION

2011 - Sheriff's Office Operation Stonegarden (1284)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1284-421-00-280-047-1-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

#131-->#664 \$815.00; available balance as of 03/08/11 \$969.21
 #131-->#336 \$62.11; available balance as of 03/08/11 \$969.21
 #220-->#336 \$225.27; available balance as of 03/08/11 \$225.27
 #230-->#336 \$92.36; available balance as of 03/08/11 \$92.36
 #250-->#336 \$5.26; available balance as of 03/08/11 \$5.26

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	03/09/2011 11:14 AM	APRV
2	Budget & Management	Erika Zamora	03/09/2011 01:04 PM	APRV
3	Norma Silva	Norma Silva	03/09/2011 03:29 PM	APRV
4	Auditor's Office		03/10/2011 03:53 PM	NEW

Form Started By: Emilia Uriegas

Started On: 03/08/2011 03:02 PM

Final Approval Date: 03/10/2011

DATE: March 08, 2011

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden

ACCOUNT NUMBER: 1-1284-421-00-280-047-1-XXX

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
1-1284-421-00-280-047-1-131	Overtime Pay	→	1-1284-421-00-280-047-1-664	Other Minor Equipment	815.00
1-1284-421-00-280-047-1-131	Overtime Pay	→	1-1284-421-00-280-047-1-336	Computer Services	62.11
1-1284-421-00-280-047-1-220	FICA	→	1-1284-421-00-280-047-1-336	Computer Services	225.27
1-1284-421-00-280-047-1-230	Retirement	→	1-1284-421-00-280-047-1-336	Computer Services	92.36
1-1284-421-00-280-047-1-250	Unemployment Compensation	→	1-1284-421-00-280-047-1-336	Computer Services	5.26
		→			
		→			
		→			
		→			
					\$1,200.00

REASON: To provide funding for the purchase of driver's license scanners and costs of installation/configuration.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/_____
DATE

ATTEST COUNTY CLERK

AI-25697

2.G.

Line Item Transfer to purchase a printer

CC CONSENT

Date: 03/15/2011
Submitted By: Anna Galvan, BUDGET & MANAGEMENT
Submitted For: Sheriff's Office, Richard Ozuna
Department: BUDGET & MANAGEMENT
Agenda Category: 2011 Intradep.(line-item) Transfers

Information

CAPTION

2011 - Sheriff's Office (1284)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1284-421-00-280-062-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Account available balance as of 03/10/2011

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/09/2011 04:40 PM	APRV
2	JC Carreon	JC Carreon	03/10/2011 09:25 AM	APRV
3	Auditor's Office		03/10/2011 03:53 PM	NEW

Form Started By: Anna Galvan
Started On: 03/09/2011 04:24 PM

Final Approval Date: 03/10/2011

DATE: March 9, 2011

DEPARTMENT HEAD: SHERIFF GUADALUPE "LUPE" TREVINO

DEPARTMENT NAME: SHERIFF'S OFFICE

ACCOUNT NUMBER: 1-1284-421-00-280-062-0-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	ACCOUNT	ACCOUNT (OBJECT) NAME	AMOUNT
1-1284-421-00-280-062-0-741	VEHICLES	1-1284-421-00-280-062-0-665	MINOR COMPUTER EQUIPMENT	\$ 317.50
		→		
		→		
		→		
		→		
		→		
		→		
		→		
		→		
TOTAL:				\$317.50

REASON: TRANSFER IS BEING REQUESTED TO PURCHASE A PRINTER.

DEPARTMENT HEAD SIGNATURE

COMM. COURT DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25679

2.H.

**Line Item Transfer for Crime Scene Equipment
CC CONSENT**

Date: 03/15/2011
Submitted By: Anna Galvan, BUDGET & MANAGEMENT
Submitted For: Sheriff's Office, Richard Ozuna
Department: BUDGET & MANAGEMENT
Agenda Category: 2011 Intradep.(line-item) Transfers

Information

CAPTION

2011 - Sheriff's Office (1301)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1301-421-00-280-062-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
funds available as of 03/09/2011

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/09/2011 04:37 PM	APRV
2	Norma Silva	Norma Silva	03/10/2011 09:13 AM	APRV
3	Auditor's Office		03/10/2011 03:53 PM	NEW

Form Started By: Anna Galvan
Started On: 03/09/2011 03:01 PM

Final Approval Date: 03/10/2011

DATE: March 9, 2011

DEPARTMENT HEAD: SHERIFF GUADALUPE "LUPE" TREVINO

DEPARTMENT NAME: SHERIFF'S OFFICE

ACCOUNT NUMBER: 1-1301-421-00-280-062-0-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT	ACCOUNT (OBJECT) NAME	AMOUNT
1-1301-421-00-280-062-0-748	Other Equipment	➔	1-1301-421-00-280-062-0-619	Other Miscellaneous Supplies	\$ 643.63
1-1301-421-00-280-062-0-748	Other Equipment	➔	1-1301-421-00-280-062-0-664	Other Minor Equipment	\$ 969.25
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
TOTAL:					\$1,612.88

REASON: **TRANSFER IS BEING REQUESTED FOR CRIME SCENE EQUIPMENT.**

DEPARTMENT HEAD SIGNATURE

COMM. COURT DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25696

2.I.

Line Item

CC CONSENT

Date: 03/15/2011
Submitted By: Nielda Cavazos, PURCHASING DEPT.
Submitted For: Nielda Cavazos
Department: PURCHASING DEPT.
Agenda Category: 2011 Intradep.(line-item) Transfers

Information

CAPTION

2011 - Purchasing Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-18-160-001-0-XXX
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?: n
BUDGETARY IMPACT:

Attachments

Link: [Line Item](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/09/2011 04:39 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	03/10/2011 09:57 AM	APRV
3	Auditor's Office		03/10/2011 03:53 PM	NEW

Form Started By: Nielda Cavazos Started On: 03/09/2011 04:22 PM
Final Approval Date: 03/10/2011

DATE: March 9, 2011

DEPARTMENT HEAD: Martha L. Salazar, CPPB

DEPARTMENT NAME: Purchasing

ACCOUNT NUMBER: 1-1100-415-18-160-001-0

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
601	Office Supplies	432	Equipment & Veh R&M SRV	\$ 500.00
TOTAL				\$ 500.00

REASON: county vehicle need to be washed

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-25646

2.J.

Intradepartmental Transfer (1283)

CC CONSENT

Date: 03/15/2011
Submitted By: Rolando Garcia, BUDGET & MANAGEMENT
Submitted For: Emergency Services
Department: BUDGET & MANAGEMENT
Agenda Category: 2011 Intradep.(line-item) Transfers

Information

CAPTION

2011 - Emergency Services (1283)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 1 ACCT. #: 1-1283-429-10-300-027-2-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
336-->745; \$4,565.76

Attachments

Link: [Intradep Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	03/09/2011 08:34 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	03/10/2011 09:57 AM	APRV
3	Auditor's Office		03/10/2011 03:53 PM	NEW

Form Started By: Rolando Garcia
Started On: 03/09/2011 08:14 AM

Final Approval Date: 03/10/2011

AI-25698

2.K.

transfer of funds - Exec Office

CC CONSENT

Date: 03/15/2011
 Submitted By: Monica Badillo, EXECUTIVE OFFICE
 Department: EXECUTIVE OFFICE
 Agenda Category: 2011 Intradep.(line-item) Transfers

Information

CAPTION

2011 - Executive Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-413-00-125-001-0-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
 BUDGETARY IMPACT:
 funds available as of 03/10/2011

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/10/2011 08:02 AM	APRV
2	Ana Galvan	Anna Galvan	03/10/2011 09:30 AM	APRV
3	Auditor's Office		03/10/2011 03:53 PM	NEW

Form Started By: Monica Badillo Started On: 03/09/2011 04:56 PM
 Final Approval Date: 03/10/2011

AI-25710

2.L.

**Budget Line Item Transfer
CC CONSENT**

Date: 03/15/2011
Submitted By: Edna Kirby, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: 2011 Intradep.(line-item) Transfers

Information

CAPTION

2011 - I. T. Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-00-200-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 3-10-2011

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/10/2011 01:40 PM	APRV
2	JC Carreon	JC Carreon	03/10/2011 01:51 PM	APRV
3	Auditor's Office		03/10/2011 03:53 PM	NEW

Form Started By: Edna Kirby
Started On: 03/10/2011 01:37 PM

Final Approval Date: 03/10/2011

AI-25671

2.M.

**Budget Line Item Transfer
CC CONSENT**

Date: 03/15/2011
Submitted By: Edna Kirby, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: 2011 Intradep.(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?:
BUDGETARY IMPACT:
Available account balance as of 03-10-11

Attachments

Link: [Intra-Dept](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/09/2011 03:16 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	03/10/2011 09:57 AM	APRV
3	Auditor's Office		03/10/2011 03:53 PM	NEW

Form Started By: Edna Kirby
Started On: 03/09/2011 02:15 PM

Final Approval Date: 03/10/2011

AI-25665

2.N.

Intradepartmental Line Item Transfer

CC CONSENT

Date: 03/15/2011
Submitted By: Irma Castillo, PLANNING DEPT.
Department: PLANNING DEPT.
Agenda Category: 2011 Intradep.(line-item) Transfers

Information

CAPTION

2011 - Planning Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-419-10-210-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Funding available as of 3/9/11.

Attachments

Link: [LIT031511](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/09/2011 01:50 PM	APRV
2	Norma Silva	Norma Silva	03/09/2011 04:34 PM	APRV
3	Auditor's Office		03/10/2011 03:53 PM	NEW

Form Started By: Irma Castillo Started On: 03/09/2011 01:11 PM

Final Approval Date: 03/10/2011



Raul E. Sesin, P.E.,
C.F.M.
PLANNING
ADMINISTRATOR

HIDALGO COUNTY
PLANNING DEPT.

DATE: March 9, 2011

DEPARTMENT HEAD: Raul E. Sesin, P.E.

DEPARTMENT NAME: Planning Department

ACCOUNT NUMBER: 1-1100-419-10-210-001-0.

SUBJECT: BUDGET LINE ITEM TRANSFER(S)

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

FROM ACCOUNT NUMBER	ACCOUNT NAME		TO ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
1-1100-419-10-210-001-0-442	Rental of Equip & Veh	→	1-1100-419-10-210-001-0-532	Wireless Devices	\$298.00
1-1100-419-10-210-001-0-601	Office supplies	→	1-1100-419-10-210-001-0-607	Household & Janitorial Supplies	\$54.00
					\$352.00

Reason: Need monies to pay for cellular phone services and to purchase water cups

Department Head Signature

Approved Commissioners' Court

____/____/____
Date

Attest County Clerk

LIT031511

Line Item Transfer for blinds

CC CONSENT

Date: 03/15/2011
 Submitted By: Anna Galvan, BUDGET & MANAGEMENT
 Submitted For: Angie Chapa, Law Library
 Department: BUDGET & MANAGEMENT
 Agenda Category: 2011 Intradep.(line-item) Transfers

Information

CAPTION

2011 - Law Library (1247)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1247-412-50-100-001-0-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
 BUDGETARY IMPACT:
 funds available as of 03/08/2011

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	03/09/2011 08:34 AM	APRV
2	Norma Silva	Norma Silva	03/09/2011 03:14 PM	APRV
3	Auditor's Office		03/10/2011 03:53 PM	NEW

Form Started By: Anna Galvan
 Started On: 03/08/2011 02:27 PM

Final Approval Date: 03/10/2011

**Intradepartmental - Auxiliary Court
CC CONSENT**

Date: 03/15/2011
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Gina Alvarez
Department: BUDGET & MANAGEMENT
Agenda Category: 2011 Intradep.(line-item) Transfers

Information

CAPTION

2011 - Auxiliary Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-045-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Funds available as of 03/08/2011.

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/08/2011 01:22 PM	APRV
2	JC Carreon	JC Carreon	03/08/2011 02:00 PM	APRV
3	Auditor's Office		03/10/2011 03:53 PM	NEW

Form Started By: Sylvia Solis Started On: 03/08/2011 11:03 AM

Final Approval Date: 03/10/2011

DATE: March 8, 2011

2011
Transfer



DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Auxiliary Court

ACCOUNT NUMBER: 1-1100-412-00-045-001-0-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
601	OFFICE & COMPUTER SUPPLIES	535	POSTAGE	800.00
TOTAL				800.00

REASON: **Intradepartmental Transfer to fund anticipated postage expenditures.**

DEPARTMENT HEAD SIGNATURE

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25635

2.Q.

**Intradepartmental - 430th DC
CC CONSENT**

Date: 03/15/2011
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Maricela Salinas
Department: BUDGET & MANAGEMENT
Agenda Category: 2011 Intradep.(line-item) Transfers

Information

CAPTION

2011 - 430th DC (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-010-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Funds available as of 03/08/2011.

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/08/2011 01:23 PM	APRV
2	Ana Galvan	Anna Galvan	03/08/2011 04:00 PM	APRV
3	Auditor's Office		03/10/2011 03:53 PM	NEW

Form Started By: Sylvia Solis
Started On: 03/08/2011 11:11 AM

Final Approval Date: 03/10/2011

DATE: March 8, 2011

2011
Transfer



DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for 430th DC

ACCOUNT NUMBER: 1-1100-412-00-010-001-0-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 <small>OBJECT CODE</small>	OBJECT DESCRIPTION	TO <small>OBJECT CODE</small>	OBJECT DESCRIPTION	AMOUNT
890	OTHER	535	POSTAGE	500.00
TOTAL				500.00

REASON:
Intradepartmental Transfer to fund anticipated postage expenditures.

DEPARTMENT HEAD SIGNATURE

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25654

2.R.

transfer for capital lease and late fees

CC CONSENT

Date: 03/15/2011
 Submitted By: Anna Galvan, BUDGET & MANAGEMENT
 Submitted For: 430th D.C., Judge Israel Ramon
 Department: BUDGET & MANAGEMENT
 Agenda Category: 2011 Intradep.(line-item) Transfers

Information

CAPTION

2011 - 430th DC (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-010-001-0-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
 BUDGETARY IMPACT:
 funds available as of 03/09/2011

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/09/2011 04:36 PM	APRV
2	Ana Galvan	Anna Galvan	03/10/2011 08:37 AM	APRV
3	Norma Silva	Norma Silva	03/10/2011 08:56 AM	APRV
4	Auditor's Office		03/10/2011 03:53 PM	NEW

Form Started By: Anna Galvan
 Started On: 03/09/2011 09:40 AM
 Final Approval Date: 03/10/2011

INTRADEPARTMENTAL TRANSFER

DATE: March 9, 2011

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Dept. of Budget & Management for 430th District Court

ACCOUNT NUMBER: 1-1100-412-00-010-001-0-XXX

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	
890	Other	780	Capital Leases	\$ 1,500.00
890	Other	855	Late Fees, Penalties & Finance Charges	100.00
			TOTAL	\$ 1,600.00

REASON: Transfer is needed to pay capital lease and late fees.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25702
transfer
CC CONSENT

2.S.

Date: 03/15/2011
Submitted By: Brenda Gonzalez, 449TH DISTRICT COURT
Department: 449TH DISTRICT COURT
Agenda Category: 2010 Intradep.(Line-Item) Transfers

Information

CAPTION

2011 - 449th DC (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-011-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 3-10-11

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/10/2011 09:26 AM	APRV
2	JC Carreon	JC Carreon	03/10/2011 10:19 AM	APRV
3	Auditor's Office		03/10/2011 03:53 PM	NEW

Form Started By: Brenda Gonzalez
Started On: 03/10/2011 09:12 AM
Final Approval Date: 03/10/2011

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: 10-Mar-11

DEPARTMENT HEAD: JUDGE JESSE CONTRERAS

DEPARTMENT NAME: 449TH DISTRICT COURT

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

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM:		TO:		
OBJECT	OBJECT	OBJECT	OBJECT	
CODE	NAME	CODE	NAME	AMOUNT
630	FOOD	780.00	CAPITAL LEASES	\$10.00
			TOTAL	10.00

REASON: MONIES NEEDED TO COVER XEROX INVOICE FOR 12/2010.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE

ATTEST COUNTY CLERK

AI-25637

2.T.

Intradepartmental - CCL #5

CC CONSENT

Date: 03/15/2011
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Joanna Guerra
Department: BUDGET & MANAGEMENT
Agenda Category: 2011 Intradep.(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 03/08/2011.

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/08/2011 01:24 PM	APRV
2	Norma Silva	Norma Silva	03/09/2011 11:37 AM	APRV
3	Auditor's Office	Angela Garcia	03/10/2011 03:53 PM	APRV

Form Started By: Sylvia Solis Started On: 03/08/2011 11:16 AM

Final Approval Date: 03/10/2011

DATE: March 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: **Intrdepartmental 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 Intrdepartmental 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	535	POSTAGE	1,000.00
TOTAL				1,000.00

REASON:
Intrdepartmental Transfer to fund anticipated postage expenditures.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25614

2.U.

**INTRA - BCAP (1312) - Colonia Saenz Subdivision Precinct No.1
CC CONSENT**

Date: 03/15/2011
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: 2011 Intradep.(line-item) Transfers

Information

CAPTION

2011 - Pct. #1 BCAP (1312)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1312-431-00-121-181-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 3-2-2011

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/02/2011 04:42 PM	APRV
2	JC Carreon	JC Carreon	03/02/2011 04:45 PM	APRV
3	Auditor's Office		03/10/2011 03:53 PM	NEW

Form Started By: Marcie Jackson
Started On: 03/02/2011 04:29 PM

Final Approval Date: 03/10/2011

AI-25649

2.V.

LIT - 1315 Mile 2 West

CC CONSENT

Date: 03/15/2011
 Submitted By: Manuel Chapa, BUDGET & MANAGEMENT
 Submitted For: Sergio Cruz
 Department: BUDGET & MANAGEMENT
 Agenda Category: 2011 Intradep.(line-item) Transfers

Information

CAPTION

2011 - Pct. #1 TX DOT (1315)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1315-431-00-121-040-0-731
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 731-->841 \$.01; Available balance as of 3-9-11 \$.01

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/09/2011 09:38 AM	APRV
2	Ana Galvan	Anna Galvan	03/09/2011 10:17 AM	APRV
3	Auditor's Office		03/10/2011 03:53 PM	NEW

Form Started By: Manuel Chapa Started On: 03/09/2011 09:15 AM
 Final Approval Date: 03/10/2011



DATE: 03/09/11

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Budget & Management for - TxDot (1315)
Pct#1 Mile 2 West

ACCOUNT NUMBER: 1-1315-431-00-121-040-0-XXX

SUBJECT: Intradepartmental Transfer/s

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

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, Subchapter C Section 111.070, Subsection C.

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
731	Roads & Road Improvements	841	Aid to Governmental Agencies	0.01
TOTAL				0.01

REASON: LIT to reverse JE#10750, per Auditor's dept. request .

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-25629

2.W.

**INTRA - BCAP (1312) - Esperanza Estates Subdivision Precinct No.2
CC CONSENT**

Date: 03/15/2011
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: 2011 Intradep.(line-item) Transfers

Information

CAPTION

2011 - Pct. #2 BCAP (1312)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 1 ACCT. #: 1-1312-431-00-122-262-0-733
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/08/2011 01:20 PM	APRV
2	Ana Galvan	Anna Galvan	03/08/2011 03:46 PM	APRV
3	Auditor's Office		03/10/2011 03:53 PM	NEW

Form Started By: Marcie Jackson Started On: 03/08/2011 09:01 AM
Final Approval Date: 03/10/2011

DATE: March 8, 2011

2011
Transfer



DEPARTMENT HEAD: Agapito Vargas

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

ACCOUNT NUMBER: 1-1312-431-00-122-262-0-733

AI-25629 03/15/11

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	ESPERANZA ESTATES SUBD-DRAINAGE DITCHES	339	ESPERANZA ESTATES SUBD-OTHER PROF SRVS	\$639.47
TOTAL				\$639.47

REASON:
Transfer needed to fund completion of project.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25655

2.X.

Budget Line-Item Transfer for Administration for the New Administration Bldg.

CC CONSENT

Date: 03/15/2011
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: 2011 Intradep.(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 03/15/2011
From 442 ----> 431 \$600.00
From 550 ----> 613 \$150.00

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	03/09/2011 11:00 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	03/10/2011 09:57 AM	APRV
3	Auditor's Office		03/10/2011 03:53 PM	NEW

Form Started By: Yolanda Cisneros Started On: 03/09/2011 09:47 AM
Final Approval Date: 03/10/2011

DATE: March 8, 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
442	EQUIPMENT & VEHICLE RENTAL	431	BLDG & OTHER STRUC R&M SERVICE	\$600.00
550	ADVERTISING	613	SAFETY SUPPLIES	\$150.00
TOTAL				\$750.00

REASON:
Transfer needed for funding SERVICE & SIGNS for NEW ADMINISTRATION OFFICE.

DEPARTMENT HEAD SIGNATURE

3/8/2011
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25631

2.Y.

**INTRA - BCAP (1312) - Mesquite Acres Subdivision Precinct No.2
CC CONSENT**

Date: 03/15/2011
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: 2011 Intradep.(line-item) Transfers

Information

CAPTION

2011 - Pct. #2 BCAP (1312)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 1 ACCT. #: 1-1312-431-00-122-460-1-841
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	03/08/2011 01:22 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	03/10/2011 09:57 AM	APRV
3	Auditor's Office		03/10/2011 03:53 PM	NEW

Form Started By: Marcie Jackson
Started On: 03/08/2011 09:56 AM
Final Approval Date: 03/10/2011

DATE: March 8, 2011

2011
Transfer



DEPARTMENT HEAD: Agapito Vargas

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

ACCOUNT NUMBER: 1-1312-431-00-122-460-1-841

AI-25631 03/15/11

Contact Person: Marcie Jackson

Ph#: (956) 787-1891 Ext. 2010

SUBJECT: **Intrdepartmental 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 Intrdepartmental 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
841	MESQUITE ACRES SUBD-AID TO GOVT AGENCY	339	MESQUITE ACRES SUBD-OTHER PROF SRVS	\$767.35
TOTAL				\$767.35

REASON:
Transfer needed to fund completion of project.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25658

2.Z.

Budget Line-Item Transfer to South Tower CRC for damage repairs.

CC CONSENT

Date: 03/15/2011
 Submitted By: Yolanda Cisneros, COMM. PCT. #2
 Submitted For: Yolanda Cisneros
 Department: COMM. PCT. #2
 Agenda Category: 2011 Intradep.(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 \$1,500.00 as of 03/08/2011
 From 890 ----> 431 \$200.00

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	03/09/2011 11:00 AM	APRV
2	Ana Galvan	Anna Galvan	03/09/2011 04:45 PM	APRV
3	Auditor's Office		03/10/2011 03:53 PM	NEW

Form Started By: Yolanda Cisneros Started On: 03/09/2011 10:00 AM
 Final Approval Date: 03/10/2011

AI-25610

3.A.

**BCAP INTER-LIT (1312) Indian Hills East to Colonia Saenz Subdivision
Precinct No.1
CC CONSENT**

Date: 03/15/2011
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: 2011 Interdepartmental Transfers

Information

CAPTION

Pct. #1 BCAP (1312):
Approval of 2011 interdepartmental transfer from Indian Hills East, program no. 932, to Colonia Saenz, program no. 181, in the amount of \$3,700.00 to fund project expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1312-431-00-121-XXX-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
program #932 --> program #181 \$3,700.00

funds available as of 3-2-11.

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/02/2011 04:25 PM	APRV
2	Ivan Cantu	Ivan Cantu	03/02/2011 04:35 PM	APRV
3	Auditor's Office		03/10/2011 03:53 PM	NEW

Form Started By: Marcie Jackson

Started On: 03/02/2011 04:10 PM

Final Approval Date: 03/10/2011

DATE: March 8, 2011

DEPARTMENT HEAD: Agapito Vargas Jr.

2011

Interdepartmental Transfer



DEPARTMENT NAME: Border Colonia Access Program

AI-25610 3/7/11

ACCOUNT NUMBER: 1-1312-431-00-121-932-0-899

CONTACT PERSON: Marcie Jackson PHONE: (956) 787-1891 Ext. 2010

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:			
1-1312-431-00-121-932-0- 899	INDIAN HILLS EAST-	CONTINGENCY	(3,700.00)
TO:			
1-1312-431-00-121-181-0- 731	COLONIA SAENZ-	ROADS	3,700.00
TOTAL BUDGET INCREASE (DECREASE)			-

REASON: Transfer needed to fund completion of project.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

_____/_____/_____
DATE

ATTEST, COUNTY CLERK

Pct. 1, 2, 3, & 4 Round II & III Revenue interdept transfers (fund 1311 & 1312)**CC CONSENT**

Date: 03/15/2011
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: 2011 Interdepartmental Transfers

Information

CAPTION

1. Pct. #1 BCAP (1311):

Approval of 2011 interdepartmental transfer within Pct.1 BCAP from Round II Revenue account (prog 000) to various accounts (various programs) in the total amount of \$269,181.96

2. Pct. #2 BCAP (1311):

Approval of 2011 interdepartmental transfer within Pct.2 BCAP from Round II Revenue account (prog 000) to various accounts (various programs) in the total amount of \$941,626.15.

3. Pct. #3 BCAP (1311):

Approval of 2011 interdepartmental transfer within Pct.3 BCAP from Round II Revenue account (prog 000) to various accounts (various programs) in the total amount of \$1,103,418.32.

4. Pct. #4 BCAP (1311):

Approval of 2011 interdepartmental transfer within Pct.4 BCAP from Round II Revenue account (prog 000) to various accounts (various programs) in the total amount of \$376,657.24.

5. Pct. #1 BCAP (1312):

Approval of 2011 interdepartmental transfer within Pct.1 BCAP from Round III Revenue account (prog 000) to various accounts (various programs) in the total amount of \$2,286,255.60.

6. Pct. #2 BCAP (1312):

Approval of 2011 interdepartmental transfer within Pct.2 BCAP from Round III Revenue account (prog 000) to various accounts (various programs) in the total amount of \$1,941,782.85.

7. Pct. #3 BCAP (1312):

Approval of 2011 interdepartmental transfer within Pct.3 BCAP from Round III Revenue account (prog 000) to various accounts (various programs) in the total amount of \$2,967,267.42.

8. Pct. #4 BCAP (1312):

Approval of 2011 interdepartmental transfer within Pct.4 BCAP from Round III Revenue account (prog 000) to various accounts (various programs) in the total amount of \$1,715,156.68.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011
FUNDS AVAILABLE Y/N?: Y
BUDGETARY IMPACT:
Funds available as of 3-10-11.

ACCT. #: 1-1311-334-30-12X-000-0-000
MATCHING FUNDS Y/N?:

FISCAL YEAR: 2011
FUNDS AVAILABLE Y/N?: Y
BUDGETARY IMPACT:
Funds available as of 3-10-11.

ACCT. #: 1-1312-334-30-12X-000-0-000
MATCHING FUNDS Y/N?:

Attachments

Link: [BCAP REV. transfers](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/09/2011 04:37 PM	APRV
2	Ivan Cantu	Ivan Cantu	03/10/2011 10:59 AM	APRV
3	Auditor's Office		03/10/2011 03:53 PM	NEW

Form Started By: Marcie Jackson
Started On: 03/09/2011 02:03 PM
Final Approval Date: 03/10/2011

DATE: March 7, 2011

DEPARTMENT HEAD: Agapito Vargas

2011
Interdepartmental Transfer



DEPARTMENT NAME: Border Colonia Access Program

ACCOUNT NUMBER: 1-1311-334-30-121-XXX-0-000

CONTACT PERSON: Katia Garcia PHONE: (956) 318-2511 Ext. 4671

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:		
1-1311-334-30-121-000-0-000	PCT.1 BCAP ROUND II REVENUE	(269,181.96)
TO:		
1-1311-334-30-121-019-0-000	AGUA DULCE REVENUE	6,665.80
1-1311-334-30-121-071-0-000	BARBOSA LOPEZ #1 REVENUE	153.15
1-1311-334-30-121-103-0-000	BERNAL HEIGHTS #1 REVENUE	32,093.66
1-1311-334-30-121-105-0-000	BERNAL REVENUE	3,549.41
1-1311-334-30-121-132-0-000	CANA DE AZUCAR REVENUE	270.16
1-1311-334-30-121-150-0-000	CHAPA III REVENUE	376.08
1-1311-334-30-121-230-0-000	DIMAS #3 REVENUE	61,607.30
1-1311-334-30-121-244-0-000	EL MESQUITE REVENUE	84,457.06
1-1311-334-30-121-245-0-000	EL MONTE REVENUE	2,654.15
1-1311-334-30-121-318-0-000	HIGH LAND REVENUE	445.39
1-1311-334-30-121-391-0-000	LA PALMA S/D REVENUE	1.29
1-1311-334-30-121-495-0-000	NORTH CAPISSALLO REVENUE	56,101.92
1-1311-334-30-121-509-0-000	OLD REBEL HEIGHTS REVENUE	3,297.51
1-1311-334-30-121-571-0-000	PUESTA DEL SOL REVENUE	924.17
1-1311-334-30-121-865-0-000	DIMAS #1 REVENUE	8,180.47
1-1311-334-30-121-897-0-000	MEL GRAY REVENUE	8,404.44
TOTAL BUDGET INCREASE (DECREASE)		(0.00)

REASON: To adjust BCAP RII budget amendment approved CC 08/30/05 by program #.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

DATE: March 7, 2011

DEPARTMENT HEAD: Agapito Vargas

2011
Interdepartmental Transfer



DEPARTMENT NAME: Border Colonia Access Program

ACCOUNT NUMBER: 1-1311-334-30-122-XXX-0-000

CONTACT PERSON: Katia Garcia

PHONE: (956) 318-2511 Ext. 4671

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:		
1-1311-334-30-122-000-0-000	PCT.2 BCAP ROUND II REVENUE	(941,626.15)
TO:		
1-1311-360-00-000-000-0-000	BCAP ROUND II MISCELLANEOUS REVENUE	5,697.47
1-1311-334-30-122-199-0-000	COUNTRY LIVING ESTATES REVENUE	23,443.58
1-1311-334-30-122-240-0-000	EL CHARRO #2 REVENUE	12,393.89
1-1311-334-30-122-252-0-000	ELDORA GARDENS REVENUE	1,345.19
1-1311-334-30-122-253-0-000	SANTANA SUBD/ELDORA RD REVENUE	30,692.21
1-1311-334-30-122-406-0-000	LAS BRISAS REVENUE	579,827.93
1-1311-334-30-122-484-0-000	MORNING SUN REVENUE	7,098.74
1-1311-334-30-122-494-0-000	NORTH ALAMO VILLAGE REVENUE	11,447.71
1-1311-334-30-122-503-0-000	NORTHSIDE VILLAGE #2 REVENUE	9,833.75
1-1311-334-30-122-557-0-000	PENTECOSTAL REVENUE	82,904.50
1-1311-334-30-122-580-0-000	RSW UNIT # 1 REVENUE	64,868.90
1-1311-334-30-122-596-0-000	RANCHO ESCONDIDO REVENUE	4,720.25
1-1311-334-30-122-620-0-000	ROADRUNNER #2 REVENUE	60.00
1-1311-334-30-122-683-0-000	SOUTH FORK ESTATES REVENUE	317.37
1-1311-334-30-122-693-0-000	SOUTH SIDE VILLAGE REVENUE	40,859.76
1-1311-334-30-122-740-0-000	TINY ACRES REVENUE	1,664.10
1-1311-334-30-122-767-0-000	VAL BAR ESTATES REVENUE	64,450.80
TOTAL BUDGET INCREASE (DECREASE)		(0.00)

REASON: To adjust BCAP RII budget amendment approved CC 08/30/05 by program #.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

_____/_____/_____
DATE

ATTEST, COUNTY CLERK

DATE: March 7, 2011

DEPARTMENT HEAD: Agapito Vargas

2011
Interdepartmental Transfer



DEPARTMENT NAME: Border Colonia Access Program

ACCOUNT NUMBER: 1-1311-334-30-123-XXX-0-000

CONTACT PERSON: Katia Garcia

PHONE: (956) 318-2511 Ext. 4671

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:		
1-1311-334-30-123-000-0-000	PCT.3 BCAP ROUND II REVENUE	(1,103,418.37)
TO:		
1-1311-334-30-123-014-0-000	ACEVEDO S/D #4 REVENUE	245,678.36
1-1311-334-30-123-015-0-000	ACOSTA S/D REVENUE	106,752.58
1-1311-334-30-123-141-0-000	CASA DE LOS VECINOS REVENUE	95,196.86
1-1311-334-30-123-152-0-000	CHULA VISTA ACRES REVENUE	14,635.00
1-1311-334-30-123-247-0-000	EL PARAISO S/D REVENUE	37,177.89
1-1311-334-30-123-250-0-000	EL SOL S/D #1 REVENUE	5,455.60
1-1311-334-30-123-251-0-000	EL SOL S/D #2 REVENUE	7,887.14
1-1311-334-30-123-267-0-000	EZEQUIEL ACEVEDO JR S/D#2 REVENUE	2,925.66
1-1311-334-30-123-312-0-000	HAVANA S/D REVENUE	105,468.91
1-1311-334-30-123-322-0-000	HILDA S/D REVENUE	7,446.71
1-1311-334-30-123-325-0-000	HILDA S/D #3 REVENUE	58,565.59
1-1311-334-30-123-350-0-000	JESSAN S/D REVENUE	172.04
1-1311-334-30-123-384-0-000	LA HOMA RD N S/D REVENUE	36,040.62
1-1311-334-30-123-385-0-000	LA HOMA RD S S/D REVENUE	122,401.78
1-1311-334-30-123-427-0-000	LOS EBANOS S/D REVENUE	79,966.63
1-1311-334-30-123-488-0-000	MUNOZ ESTATES REVENUE	165,036.42
1-1311-334-30-123-498-0-000	NORTH CROSS ESTATES REVENUE	1,907.55
1-1311-334-30-123-784-0-000	VILLA CAPRI S/D REVENUE	5,088.69
1-1311-334-30-123-837-0-000	WALTON S/D REVENUE	4,328.00
1-1311-334-30-123-911-0-000	RESUB PLAT JIMENEZ S/D REVENUE	1,286.29
TOTAL BUDGET INCREASE (DECREASE)		(0.00)

REASON: To adjust BCAP RII budget amendment approved CC 08/30/05 by program #.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

_____/_____/_____
DATE

ATTEST, COUNTY CLERK

DATE: March 7, 2011

DEPARTMENT HEAD: Agapito Vargas

2011
Interdepartmental Transfer



DEPARTMENT NAME: Border Colonia Access Program

ACCOUNT NUMBER: 1-1311-334-30-124-XXX-0-000

CONTACT PERSON: Katia Garcia

PHONE: (956) 318-2511 Ext. 4671

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:		
1-1311-334-30-124-000-000	PCT.4 BCAP ROUND II REVENUE	(376,657.24)
TO:		
1-1311-334-30-124-070-000	BAR VI REVENUE	7,453.36
1-1311-334-30-124-128-000	CALMA ESTATES REVENUE	773.64
1-1311-334-30-124-129-000	CALMA ESTATES #2 REVENUE	13,710.62
1-1311-334-30-124-130-000	CALMA ESTATES #3 REVENUE	36,188.74
1-1311-334-30-124-155-000	CITRUS CITY LAKE REVENUE	1,730.47
1-1311-334-30-124-167-000	COLONIA BIG 5 REVENUE	9,678.91
1-1311-334-30-124-363-000	L & R GARZA REVENUE	47,599.16
1-1311-334-30-124-482-000	MORNING SIDE ESTATES REVENUE	11.60
1-1311-334-30-124-541-000	PALMA S/D #1 REVENUE	105,731.58
1-1311-334-30-124-543-000	PALMA S/D #2 REVENUE	90,794.01
1-1311-334-30-124-585-000	RAMBO ESTATES REVENUE	50,681.33
1-1311-334-30-124-612-000	RENA RAE S/D REVENUE	5,798.01
1-1311-334-30-124-785-000	VILLA DEL MUNDO REVENUE	4,941.48
1-1311-334-30-124-793-000	WARE COUNTY REVENUE	1,564.33
TOTAL BUDGET INCREASE (DECREASE)		(0.00)

REASON: To adjust BCAP RII budget amendment approved CC 08/30/05 by program #.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

_____/_____/_____
DATE

ATTEST, COUNTY CLERK

DATE: March 7, 2011

DEPARTMENT HEAD: Agapito Vargas

2011

Interdepartmental Transfer



DEPARTMENT NAME: Border Colonia Access Program

AI-25669 3/15/11

ACCOUNT NUMBER: 1-1312-334-30-121-XXX-0-000

CONTACT PERSON: Katia Garcia

PHONE: (956) 318-2511 Ext. 4671

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:		
1-1312-334-30-121-000-0-000	PCT. I BCAP ROUND III REVENUE	(2,286,255.60)
TO:		
1-1312-334-30-121-063-0-000	BALLI ESTATES REVENUE	487,529.33
1-1312-334-30-121-120-0-000	BRENDA GAY REVENUE	98,956.02
1-1312-334-30-121-148-0-000	CHAPA NORTH REVENUE	817.49
1-1312-334-30-121-149-0-000	CHAPA SOUTH REVENUE	732.43
1-1312-334-30-121-181-0-000	COLONIA SAENZ REVENUE	62,166.48
1-1312-334-30-121-185-0-000	COLONIA WHALEN ROAD REVENUE	126,293.19
1-1312-334-30-121-215-0-000	DE ANDA SUBDIVISION REVENUE	58,437.78
1-1312-334-30-121-220-0-000	DELTA WEST SUBDIVISION REVENUE	323,950.47
1-1312-334-30-121-228-0-000	DIAZ SUBDIVISION REVENUE	71,317.55
1-1312-334-30-121-232-0-000	COLONIA BOYCE REVENUE	2,298.89
1-1312-334-30-121-319-0-000	HIGH POINT SUBDIVISION REVENUE	2,748.28
1-1312-334-30-121-362-0-000	L & P REVENUE	22,968.50
1-1312-334-30-121-387-0-000	LA MESA REVENUE	228,656.80
1-1312-334-30-121-423-0-000	LOS CASTILLOS ESTATES REVENUE	36,523.59
1-1312-334-30-121-461-0-000	MID-VALLEY ESTATES REVENUE	213,273.48
1-1312-334-30-121-687-0-000	SO. PALM GARDENS EST. #1	9,568.43
1-1312-334-30-121-688-0-000	SO. PALM GARDENS EST. #2	10,889.44
1-1312-334-30-121-779-0-000	VALLEY VIEW ESTATES REVENUE	134,515.04
1-1312-334-30-121-790-0-000	VILLAGE GROVE #2 REVENUE	27,766.54
1-1312-334-30-121-804-0-000	WES-MER SUBDIVISION REVENUE	102,776.78
1-1312-334-30-121-855-0-000	ASH COUNTY REVENUE	118,995.21
1-1312-334-30-121-860-0-000	CHAPA #2 REVENUE	39,102.71
1-1312-334-30-121-895-0-000	MARY ANN REVENUE	61,603.07
1-1312-334-30-121-896-0-000	MCKEE #1 REVENUE	31,645.55
1-1312-334-30-121-932-0-000	INDIAN HILLS EAST REVENUE	12,722.55
TOTAL BUDGET INCREASE (DECREASE)		(0.00)

REASON: To adjust BCAP RII budget amendment approved CC 09/23/08 by program #.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

DATE: March 7, 2011

DEPARTMENT HEAD: Agapito Vargas

2011

Interdepartmental Transfer



DEPARTMENT NAME: Border Colonia Access Program

AI-25669 3/15/11

ACCOUNT NUMBER: 1-1312-334-30-122-XXX-0-000

CONTACT PERSON: Katia Garcia

PHONE: (956) 318-2511 Ext. 4671

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:		
1-1312-334-30-122-000-0- 000	PCT.2 BCAP ROUND III REVENUE	(1,941,782.85)
TO:		
1-1312-334-30-122-154-0- 000	CITRIANA VILLAGE SUBD REVENUE	117,049.88
1-1312-334-30-122-262-0- 000	ESPERANZA ESTATES SUBD REVENUE	45,597.98
1-1312-334-30-122-413-0- 000	LAS MILPAS SUBD REVENUE	17,357.79
1-1312-334-30-122-454-0- 000	MCCOLL ESTATES SUBD REVENUE	122,107.85
1-1312-334-30-122-460-0- 000	MESQUITE ACRES SUBD REVENUE	213,367.69
1-1312-334-30-122-465-0- 000	MILLER RESUB LOT A SUBD REVENUE	131,903.60
1-1312-334-30-122-596-0- 000	RANCHO ESCONDIDO SUBD REVENUE	417,396.35
1-1312-334-30-122-890-0- 000	LOS ENCINOS #1 SUBD REVENUE	25,017.00
1-1312-334-30-122-891-0- 000	LOS ENCINOS #2 SUBD REVENUE	56,295.23
1-1312-334-30-122-900-0- 000	MORNINGSIDE SOUTH SUBD REVENUE	330,131.42
1-1312-334-30-122-937-0- 000	ALDAMAS SUBD 1 & 2 REVENUE	430,680.99
1-1312-334-30-122-940-0- 000	SUNDOWNERS RTMNT CTR REVENUE	34,877.07
TOTAL BUDGET INCREASE (DECREASE)		-

REASON: To adjust BCAP RII budget amendment approved CC 09/23/08 by program #.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

DATE: March 7, 2011

DEPARTMENT HEAD: Agapito Vargas

2011
Interdepartmental Transfer



DEPARTMENT NAME: Border Colonia Access Program

AI-25669 3/15/11

ACCOUNT NUMBER: 1-1312-334-30-123-XXX-0-000

CONTACT PERSON: Katia Garcia

PHONE: (956) 318-2511 Ext. 4671

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

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INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM:		
1-1312-334-30-123-000-0- 000	PCT.3 BCAP ROUND III REVENUE	(2,967,267.42)
TO:		
1-1312-334-30-123-055-0- 000	ARIEL HINOJOSA SUBD REVENUE	133,118.08
1-1312-334-30-123-079-0- 000	BASHAM #14 REVENUE	226,319.91
1-1312-334-30-123-082-0- 000	BASHAM #18 REVENUE	44,166.79
1-1312-334-30-123-111-0- 000	BLUE STAR ENTERPRISE #2 REVENUE	2,792.00
1-1312-334-30-123-141-0- 000	CASA DE LOS VECINOS REVENUE	498,909.58
1-1312-334-30-123-234-0- 000	DUDE HILL #1 REVENUE	80,602.01
1-1312-334-30-123-324-0- 000	HILDA SUBDIVISION #2 REVENUE	59,193.34
1-1312-334-30-123-380-0- 000	LA HOMA GROVE ESTATES REVENUE	10,971.29
1-1312-334-30-123-397-0- 000	LA SUENA SUBDIVISION	328,508.17
1-1312-334-30-123-421-0- 000	LOMA LINDA HEIGHTS REVENUE	603,113.64
1-1312-334-30-123-470-0- 000	MONICA ACRES REVENUE	10,809.17
1-1312-334-30-123-536-0- 000	PALM LAKE ESTATES #1 REVENUE	832,444.55
1-1312-334-30-123-591-0- 000	RAMON LEAL SUBDIVISION REVENUE	2,201.94
1-1312-334-30-123-780-0- 000	VEREDA TROPICAL REVENUE	134,116.95
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: To adjust BCAP RII budget amendment approved CC 09/23/08 by program #.

SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

DATE: March 7, 2011

DEPARTMENT HEAD: Agapito Vargas

2011
Interdepartmental Transfer



DEPARTMENT NAME: Border Colonia Access Program

AI-25669 3/15/11

ACCOUNT NUMBER: 1-1312-334-30-124-XXX-0-000

CONTACT PERSON: Katia Garcia

PHONE: (956) 318-2511 Ext. 4671

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:		
1-1312-334-30-124-000-0- 000	PCT.4 BCAP ROUND III REVENUE	(1,715,156.68)
TO:		
1-1312-334-30-124-274-0- 000	FOSTER SUBDIVISION REVENUE	100,797.94
1-1312-334-30-124-300-0- 000	HACIENDA DE LOS VEGAS REVENUE	103,768.38
1-1312-334-30-124-329-0- 000	HOEN DRIVE SUBD REVENUE	415,049.02
1-1312-334-30-124-401-0- 000	LAKEVIEW SUBDIVISION REVENUE	373,148.72
1-1312-334-30-124-406-0- 000	LAS BRISAS REVENUE	175,456.36
1-1312-334-30-124-657-0- 000	SEMINARY VILLAGE SUBD REVENUE	153,412.88
1-1312-334-30-124-752-0- 000	TRENTON TERRACE REVENUE	212,429.50
1-1312-334-30-124-844-0- 000	COL ESPERANZA #2 REVENUE	4,715.39
1-1312-334-30-124-882-0- 000	LA FLOR ESTATES REVENUE	84,837.01
1-1312-334-30-124-883-0- 000	LA FLOR GARDENS REVENUE	84,835.00
1-1312-334-30-124-886-0- 000	LABORSITA REVENUE	6,706.48
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: To adjust BCAP RII budget amendment approved CC 09/23/08 by program #.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

For 01/01/11 - 01/31/11

Revenue Summary Report

FJRES01A

Standard Report Format

1001 - Standard Report Spec

Periods 01 - 13

Account No/Description	Budget Amount	Period Amount	Y-T-D Amount	Balance	Percent Received
1411 BORDER COLONIA ACCESS PROGRAM ROUND 1					
1-1 1-334-00-124-000 0-000 BCT.1 BCAP ROUND 11 REVENUE	340,741.51	.00	.00	340,741.51	.00
1-1 2-1 834 74 122 000 0-000 PCT.2 BCAP ROUND 11 REVENUE	1,168,741.34	.00	.00	1,168,741.34	.00
1-1 3-1 446-00-110-000 0-000 PCT.3 BCAP ROUND 11 REVENUE	1,231,944.47	.00	.00	1,231,944.47	.00
1-1 4-1 314-30 1-4 000 0-000 PCT.4 BCAP ROUND 11 REVENUE	432,901.84	.00	.00	432,901.84	.00
1-1 5-1 360-00-210-000 0-000 BCAP ROUND 11 MISCELLANEOUS REVENUE	5,687.47	.00	.00	-5,687.47	.00
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2	3,157,731.65	.00	.00	3,157,731.65	.00
1 YEAR 1	3,157,731.65	.00	.00	3,157,731.65	.00

Hidalgo County

Revenue Summary Report

Run Date 03/08/11 10:34 AM

For 01/01/11 - 01/31/12

FORESC-A

Standard Report Format

Standard Report Format

Periods 01 - 12

Account No/Description	Budget Amount	Period Amount	Y-T-D Amount	Balance	Percent Received
1312 PGRUBA COLON-A ACCESS PROGRAM ROUND 3					
1-1312-444-40-121-000 PCT.1 PCA ROUND III REVENUE	2,285,255.63	.00	.00	2,285,255.60	.00
1-1312-336-39-122-000 PCT.2 BCR ROUND III REVENUE	1,342,752.85	.00	.00	1,342,752.85	.00
1-1312-336-40-123-000 PCT.3 BCR ROUND III REVENUE	2,367,267.42	.00	.00	2,367,267.42	.00
1-1312-336-41-24-000-0-000 PCT.4 BCR ROUND III REVENUE	1,715,156.68	.00	.00	1,715,156.68	.00
1312 BORGES COLON-A ACCESS PROGRAM ROUND 3	8,310,452.55	.00	.00	8,310,452.55	.00
1 YEAR 1	8,019,462.55	.00	.00	8,019,462.55	.00

AI-25639

3.C.

2011 Pct. 1 CO's 2009 interdept transfer from program 052 Pct. 1 Drain Imprv. to 804 We Mer S/D

CC CONSENT

Date: 03/15/2011
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Noe Montez, Pct. 1
Department: BUDGET & MANAGEMENT
Agenda Category: 2011 Interdepartmental Transfers

Information

CAPTION

Pct. #1 CO's 2009 (1339):
Approval of 2011 interdepartmental transfer within Pct. 1 CO's 2009 from Pct. 1 Drainage Improvement, program #052, to Wes Mer Subdivision, program #804, in the amount of \$31,160.00 to fund drainage improvement expenditures for Wes Mer Subdivision.

BACKGROUND

CC took action to accommodate storm sewer oversize for drainage runoff water flow for Wes-Mer S/D (refer to AI #25538, item 13.A., CC 3-7-11)

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1339-431-00-121-XXX-0-7XX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

program #052 --> 804 \$31,160.00; to fund drainage improvement (storm sewer drainage oversize) expenditures for Wes Mer S/D. Funds available as of 03/08/2011.

Project estimated cost is \$56,900.00. Vaquero Estates share is \$25,740.00; Pct. 1 share is \$31,160.00

Project engineer is Quintanilla, Headley, & Associates, Inc.

refer to AI #25538, item #13.A, CC 3-7-11.

Attachments

Link: [Pct. 1 CO's 2009 transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu	Ivan Cantu	03/08/2011 02:19 PM	APRV
2	Budget & Management	Erika Zamora	03/08/2011 02:33 PM	APRV
3	Sylvia Solis	Sylvia Solis	03/09/2011 10:56 AM	APRV

4 Auditor's Office

03/10/2011 03:53 PM NEW

Form Started By: Ivan Cantu

Started On: 03/08/2011 01:44
PM

Final Approval Date: 03/10/2011

DATE: March 15, 2011

DEPARTMENT HEAD: Raul Silguero, Jr.

2011
Interdepartmental Transfer



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

ACCOUNT NUMBER: 1-1339-431-00-121-XXX-0-7XX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM:				
1-1339-431-00-121-052-0-	748	CO 2009-Pct. 1 Drain Imprv.-	Other Equipment	(31,160.00)
TO:				
1-1339-431-00-121-804-0-	733	CO 2009-Pct. 1 Wes Mer Subdivision-	Drainage Ditches	31,160.00
TOTAL BUDGET INCREASE (DECREASE)				-

REASON: To fund drainage improvement expenditures for Wes Mer S/D. CC took action to accommodate storm sewer oversize for drainage runoff water flow for Wes Mer S/D. Project engineer is Quintanilla, Headley & Assoc. Total project estimated cost is \$56,900.00 Cost will be shared with Vaquero Estates. (refer to AI #25538, item 13.A, CC 3-7-11).

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

_____/_____/_____
DATE

ATTEST, COUNTY CLERK

AI-25650

3.D.

2011 Interdepartmental transfer from Co. Wide Adm. to LRGVDC (1100)

CC CONSENT

Date: 03/15/2011
Submitted By: Erika Zamora, BUDGET & MANAGEMENT
Submitted For: Monica Badillo
Department: BUDGET & MANAGEMENT
Agenda Category: 2011 Interdepartmental Transfers

Information

CAPTION

LRGVDC (1100):
Approval of 2011 interdepartmental transfer from Co. Wide Administration-Contingency to LRGVDC in the amount of \$1,119.00 to fund membership dues expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-41X-00-1X5-00X-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Funds available as of 3/9/11.

Attachments

Link: [Interdept trsf](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/09/2011 09:39 AM	APRV
2	Ivan Cantu	Ivan Cantu	03/09/2011 03:29 PM	APRV
3	Auditor's Office		03/10/2011 03:53 PM	NEW

Form Started By: Erika Zamora
Started On: 03/09/2011 09:16 AM
Final Approval Date: 03/10/2011

DATE: March 15, 2011

DEPARTMENT HEAD: Raul Silguero, Jr.

2011
Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for Various Depts

ACCOUNT NUMBER: 1-1100-41X-00-1X5-00X-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		
1-1100-415-00-115-002-0- 899	CO WIDE ADM CONTINGENCY	(1,119.00)
TO		
1-1100-419-00-125-007-0- 810	LRGVDC DUES & MEMBERSHIPS	1,119.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: Transfer to fund increase in LRGVDC 2011 annual membership dues.

SIGNATURE

COMMISSIONERS COURT

____/____/_____
DATE

ATTEST, COUNTY CLERK

**Interdepartmental - From Co. Wide Adm. to CCL 1
CC CONSENT**

Date: 03/15/2011
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Dina Trevino
Department: BUDGET & MANAGEMENT
Agenda Category: 2011 Interdepartmental Transfers

Information

CAPTION

County Court at Law #1 (1100):
Approval of 2011 interdepartmental transfer from Co. Wide Adm. to County Court at Law #1 in the amount of \$2,943.75.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-00-115-002-0-899
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Funds available as of 03/10/2011.

Attachments

Link: [Interdept transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/09/2011 03:32 PM	APRV
2	Ivan Cantu	Ivan Cantu	03/10/2011 08:09 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	03/10/2011 08:20 AM	APRV
4	Auditor's Office		03/10/2011 03:53 PM	NEW
Form Started By: Sylvia Solis			Started On: 03/09/2011 02:55 PM	
Final Approval Date: 03/10/2011				

DATE: March 9, 2011

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

2011
Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for CCL#1

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

CONTACT PERSON: Sylvia V. Solis

PHONE: (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
FROM			
1-1100-415-00-115-002-0-	899	CO WIDE ADM - CONTINGENCY	(2,943.75)
TO			
1-1100-412-00-021-001-0-	113	CCL#1 - REG F/T EMPLOYEES	2,500.00
1-1100-412-00-021-001-0-	220	CCL#1 - FICA	191.25
1-1100-412-00-021-001-0-	230	CCL#1 - RETIREMENT	240.00
1-1100-412-00-021-001-0-	250	CCL#1 - UNEMPLOYMENT COMP	12.50
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON:

Interdepartmental transfer to fund the increase in salary and related fringe benefit expenditures for Court Reporter position, as per the 2011 Court Order dated 11/10/2010.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-25695

4.A.

Planning Certificates

CC CONSENT

Date: 03/15/2011
Submitted By: SANDRA DELEON, COUNTY JUDGE
Submitted For: Yolanda Chapa
Department: COUNTY JUDGE
Agenda Category: Planning Department

Information

CAPTION

1. Certificate of Plat and Utility Status under Texas Local Government Code Section 232.028 (b)
2. Certificate of Water Service Availability under Texas Local Government Code Section 232.029 (c) (2)

BACKGROUND

Fiscal Impact

Attachments

Link: [Plat & Utility Status](#)

Link: [water service availability](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/09/2011 04:39 PM	APRV
2	Olga Garza	Olga Garza	03/10/2011 09:11 AM	APRV
3	Auditor's Office	Arcilia Duran	03/10/2011 10:38 AM	APRV

Form Started By: SANDRA DELEON
Started On: 03/09/2011 04:14 PM
Final Approval Date: 03/10/2011

AI-25638

5.A.

**Pipeline Permit
CC CONSENT**

Date: 03/15/2011
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. North Alamo Water Supply Corporation:
 - a. Vela Subd L11 (34th WS/S 107)- Bore- Rosa Rosales- 3/4" service connection
2. Pinpoint Investments, LLC and Ruiz 3's Construction LLC:
 - a. Road crossing bore: An 8" PVC SDR-26 sanitary sewer line. Crossing to be located approximately 575 ft. north of the intersection of State Highway 107 and ValVerde Road.
3. Agua Special Utility District:
 - a. The 10" PVC waterline will cross Texas Road 1820.0' of Mile 4 Road with a 21" steel casing (bore & install) for the proposed subdivision.

BACKGROUND

Fiscal Impact

Attachments

Link: [NAWSC/PIN/AGUA](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/09/2011 03:15 PM	APRV
2	Olga Garza	Olga Garza	03/09/2011 04:35 PM	APRV
3	Auditor's Office		03/10/2011 03:53 PM	PEND
Form Started By: Sandra Garcia			Started On: 03/08/2011 01:44 PM	
Final Approval Date: 03/10/2011				

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 -15th day of March, 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 an 2 inch /water/ gas/ sewer/ irrigation line; said line to be constructed of PVC material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows:**

- 1. Vela Subd L11 (34th St WS/S 107)- Bore- Rosa Rosales- ¾" service connection

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

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of thirty-six (36) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.
2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.
3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.
4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.
5. Notwithstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 15th day of March, 2011 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

Pinpoint Investments, LLC and Ruiz 3'S Construction LLC hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain an 8 inch /water/ gas/ sewer/ irrigation line; said line to be constructed of PVC material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows:**

- 1. Road Crossing bore: An 8" PVC SDR-26 sanitary sewer line. Crossing to be located approximately 575 ft. north of the intersection of State Highway 107 and Valverde Road.

The granting, giving and authorizing of permission for the said aforementioned Permittee to so construct, reconstruct, lay and maintain a 8" PVC SDR-26 sanitary 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. Notwithstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permittee has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 15th day of March, 2011 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

Agua Special Utility District

hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 10 inch /water/ gas/ sewer/ irrigation line; said line to be constructed of PVC material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows:**

- 1. The 10" PVC waterline will cross Texas Road 1820.0' North of Mile 4 Road with a 21" steel casing (bore & install) for the proposed subdivision.

The granting, giving and authorizing of permission for the said aforementioned Permittee to so construct, reconstruct, lay and maintain a 10" PVC waterline line along the above described public road being conditioned that Permittee agrees that:

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

2011 Membership Dues**CC CONSENT**

Date: 03/15/2011
Submitted By: Stephanie Palacios, DISTRICT CLERK
Submitted For: Laura Hinojosa
Department: DISTRICT CLERK
Agenda Category: Membership Dues

Information**CAPTION****District Clerk:**

1. Requesting approval to pay the 2011 Governmental Collectors Association of Texas (GCAT) membership renewal dues in the total amount of \$150.00 for Laura Hinojosa, District Clerk, Ana L. De Luna, Collections Specialist and Gina Hernandez, Collections Specialist with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.
2. Requesting approval to pay the 2011 Texas District Court Alliance (TDCA) membership dues in the total amount of \$50.00 for Laura Hinojosa, with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.
3. Requesting approval to pay the 2011 Texas Association of Domestic Relations Office (TADRO) membership dues in the total amount of \$25.00 for Laura Hinojosa, with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND**GCAT:**

Members of the Governmental Collectors Association consist of professionals from across the State of Texas and are responsible for the collection of funds for our government entities in which they are employed by.

TDCA:

TDCA's primary focus is providing quality education to members and obtaining a minimum of 12 to 15 hours continuing education credit, opportunities to exchange ideas and information on a national level concerning their offices, keep abreast on latest technologies, and provide a stronger voice on Federal legislation affecting our office.

TADRO:

Texas Association of Domestic Relations Offices (TADRO) exchanges information about new and innovative programs, current programs and particular county practices. Also, allowing members to actively monitor legislative activities in regards to Family law issues.

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1100-412-00-090-001-0-810

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 03/08/2011, refer to Req. no.'s 00191072, 00191064 and 00191140.

Attachments

Link: [GCAT info.](#)

Link: [TDCA info.](#)

Link: [TADRO info.](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/07/2011 02:40 PM	APRV
2	Sylvia Solis	Sylvia Solis	03/08/2011 09:36 AM	APRV
3	Auditor's Office		03/10/2011 03:53 PM	NEW

Form Started By: Stephanie Palacios
Started On: 03/02/2011 04:14 PM
Final Approval Date: 03/10/2011

Requisition

Req # 00191072

PO #

Date: 03/02/11

Bill To: x
x

Vendor : 258482
GOVERNMENTAL COLLECTORS ASSOC OF TX,
P.O. BOX 764767
DALLAS TX 75376

Ship To: DISTRICT CLERK
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: **Stephanie**
956-318-2200

Contract No:

Special Instructions:

REQ. NO: 030211-2

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
3.00	EACH	DO NOT DUPLICATE ORDER RENEWAL MEMBERSHIP DUES MEMBERSHIP NO: 0325 FOR LAURA HINOJOSA, DISTRICT CLERK MEMBERSHIP NO: 0323 FOR ANA DELUNA, COLLECTIONS SPECIALIST MEMBERSHIP NO: 0324 FORGINA HERNANDEZ, COLLECTIONS SPECIALIST <u>Account No</u> 1-1100-412-00-090-001-0-810 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	50.00 <u>Encumbrance</u> 150.00 Freight .00 Total 150.00	150.00 150.00

Authorized By: _____



GCAT MEMBERSHIP RENEWAL FEE

INVOICE #178

MEMBERSHIP #0325- Laura Hinojosa

FEE AMOUNT: \$50.00

MEMBERSHIP RENEWAL FEES ARE DUE BY MARCH 31, 2011

REMIT FEES TO:

**GOVERNMENTAL COLLECTORS ASSOCIATION OF TEXAS
P. O. BOX 764767
DALLAS, TEXAS 75376-4767**

**IF ADDITIONAL INFORMATION IS NEEDED, CONTACT
TIA FINNEY-DAVENPORT @ 214-653-2966
tia.finney-davenport@dallascounty.org**

**TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

I, Laura Hinojosa, do hereby state that my membership in the Governmental Collectors Association of Texas (GCAT) 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: *Laura Hinojosa*

DATE: 03/02/2011

TITLE: Hidalgo County District Clerk

Before me GINNA ALVAREZ, a Notary Public, appeared Laura Hinojosa, 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.

(SEAL)



GINNA ALVAREZ
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



GCAT MEMBERSHIP RENEWAL FEE

INVOICE #180

MEMBERSHIP #0323- Ana De Luna

FEE AMOUNT: \$50.00

MEMBERSHIP RENEWAL FEES ARE DUE BY MARCH 31, 2011

REMIT FEES TO:

**GOVERNMENTAL COLLECTORS ASSOCIATION OF TEXAS
P. O. BOX 764767
DALLAS, TEXAS 75376-4767**

**IF ADDITIONAL INFORMATION IS NEEDED, CONTACT
TIA FINNEY-DAVENPORT @ 214-653-2966
tia.finney-davenport@dallascounty.org**

**TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

I, Ana De Luna, do hereby state that my membership in the Governmental Collectors Association of Texas (GCAT) 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: Ana De Luna

DATE: 03/02/2011

TITLE: Hidalgo County District Clerk

Before me GINNA ALVAREZ, a Notary Public, appeared Ana De Luna, 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.

(SEAL)



[Signature]
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



GCAT MEMBERSHIP RENEWAL FEE

INVOICE #179

MEMBERSHIP #0324- Gina Hernandez

FEE AMOUNT: \$50.00

MEMBERSHIP RENEWAL FEES ARE DUE BY MARCH 31, 2011

REMIT FEES TO:

**GOVERNMENTAL COLLECTORS ASSOCIATION OF TEXAS
P. O. BOX 764767
DALLAS, TEXAS 75376-4767**

**IF ADDITIONAL INFORMATION IS NEEDED, CONTACT
TIA FINNEY-DAVENPORT @ 214-653-2966
tia.finney-davenport@dallascounty.org**

**TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

I, Gina Hernandez, do hereby state that my membership in the Governmental Collectors Association of Texas (GCAT) 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: *Gina Hernandez*

DATE: 03/02/2011

TITLE: Hidalgo County District Clerk

Before me Ginna Alvarez, a Notary Public, appeared Gina Hernandez, 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.



Ginna Alvarez
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

Requisition

Req # 00191064

PO #

Date: 03/02/11

Bill To: x
x

Vendor: 342637
TEXAS DISTRICT COURT ALLIANCE
P.O. BOX 2146
DENTON TX 76202

Ship To: DISTRICT CLERK
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: Stephanie
956-318-2200

Contract No:

Special Instructions:

REQ. NO: 040811-1

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	EACH	DO NOT DUPLICATE ORDER MEMBERSHIP DUES FOR LAURA HINOJOSA, DISTRICT CLERK (TDCA) <u>Account No</u> 1-1100-412-00-090-001-0-810	50.00 <u>Encumbrance</u> 50.00	50.00
			Freight	.00
			Total	50.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____



TEXAS DISTRICT COURT ALLIANCE (TDCA)

TDCA PURPOSE: to establish a coalition of district court representatives to provide a means for the education of its members and to participate in the legislative, judicial, and executive processes of state and federal government beneficial in the performance of the members' duties.

MEMBERSHIP APPLICATION 2011

Name: Laura Hinojosa

Title District Clerk County: Hidalgo

Mailing Address: P.O. Box 87

Office phone: (956) 318-2200 FAX: (956) 318-2251

email: laura.hinojosa@co.hidalgo.tx.us

Membership Dues: **\$50** per year

Make check payable to: **Texas District Court Alliance**

Mail this application and your check to:

Texas District Court Alliance
c/o Sherri Adelstein
Denton County District Clerk
P.O. Box 2146
Denton, TX 76202-2146
940-349-2207

**TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

I, Laura Hinojosa, do hereby state that my membership in the Texas District Court Alliance (TDCA) 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:

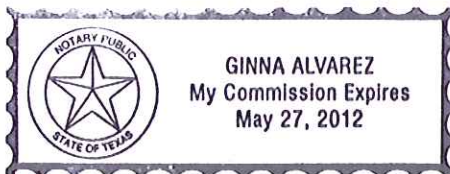
1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association 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: *Laura Hinojosa*

DATE: 03/02/2011

TITLE: Hidalgo County District Clerk

Before me GINNA ALVAREZ, a Notary Public, appeared Laura Hinojosa, 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.



(SEAL)

GINNA ALVAREZ
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

Requisition

Req # 00191140

PO #

Date: 03/02/11

Bill To: x
x

Vendor : 364274
TEXAS ASSOC. OF DOMESTIC RELATIONS
OFFICES
P.O. BOX 5063
AUSTIN TX 78763-5063

Ship To: DISTRICT CLERK
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: Stephanie
956-318-2200

Contract No:

Special Instructions:

Req. No: 030211-3

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	EACH	DO NOT DUPLICATE ORDER MEMBERSHIP DUES FOR LAURA HINOJOSA, DISTRICT CLERK <u>Account No</u> 1-1100-412-00-090-001-0-810 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	25.00 <u>Encumbrance</u> 25.00 Freight .00 Total 25.00	25.00

Authorized By: _____

Join TADRO

Texas Association of Domestic Relations Offices (TADRO)

Benefits of Membership

- _ Exchange of information about new and innovative programs, current programs and particular County practices.
- _ Members actively monitor legislative activities in regards to Family Law issues.
- _ Professional associations for peer assistance, advice, support and encouragement.
- _ Support of the cause and mission of Domestic Relations Offices (DRO) so that every child has what is necessary to not only survive, but to thrive.
- _ Opportunities to make lasting friends

Cost of Membership

\$25 per year per individual. Individuals that register for the annual conference automatically become members.

Annual Conference

The TADRO conference offers peer group information exchange, sharing of ideas, training, networking and legislative and congressional updates. The conference also allows attendees to stay informed about current research and federal initiatives that affect Domestic Relations Offices. We look forward to seeing you at our next conference! TADRO conferences are usually held in October or November of each year. The location and host County changes yearly but is always held in a Texas city.

Membership Form

County Hidalgo
Office District Clerk
Address 100 N. Closner, 1st floor
City Edinburg State TX Zip 78539
Your Name Laura Hinojosa Job Title District Clerk
Phone (956) 318-2200 E-mail laura.hinojosa@co.hidalgo.tx.us
What services does your office provide?

Mail form with \$25 check to:

Steve Musil, c/o Travis County Domestic Relations Office, TADRO
Treasurer, PO Box 1495, Austin, Texas 78767. For additional information
you may e-mail Steve at steve.musil@co.travis.tx.us or call Steve at
512-854-9685.

**TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

I, Laura Hinojosa, do hereby state that my membership in the Texas Association of Domestic Relations Offices (TADRO) 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.

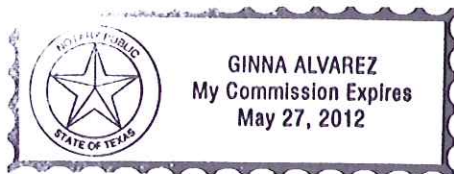
SIGNATURE: *Laura Hinojosa*

DATE: 03/02/2011

TITLE: Hidalgo County District Clerk

Before me GINNA ALVAREZ, a Notary Public, appeared Laura Hinojosa, 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.

(SEAL)



GINNA ALVAREZ
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-25624

6.B.

2011 NAWJ Membership

CC CONSENT

Date: 03/15/2011

Submitted By: Esther Cantu, 398TH DISTRICT COURT

Department: 398TH DISTRICT COURT

Information

CAPTION

398th District Court:

Approval to pay 2011 membership renewal to the National Association of Women Judges for Judge Aida Salinas Flores in the amount of \$200.00 with authority for County Treasurer to issue check after review, audit and processing procedures are complete by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1100-412-00-009-001-0-810

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 03/07/2011.

Attachments

Link: [NAWJ MBRSHIP](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/04/2011 11:39 AM	APRV
2	Sylvia Solis	Sylvia Solis	03/07/2011 10:41 AM	APRV
3	Auditor's Office		03/10/2011 03:53 PM	NEW
Form Started By: Esther Cantu			Started On: 03/04/2011 08:31 AM	
Final Approval Date: 03/10/2011				

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS)(

COUNTY OF HIDALGO)(

I, **AIDA SALINAS FLORES**, do hereby state that my membership in **THE NATIONAL ASSOCIATION OF WOMEN JUDGES** on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official /employee of Hidalgo County. I further state the following:

1. My participation in the association or organization is for the betterment of County government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and
4. Neither the association 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 *Aida Salinas Flores*

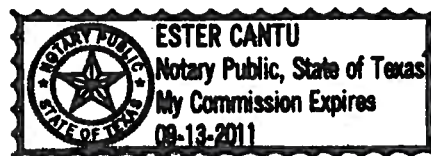
Title DISTRICT COURT JUDGE

Before me, a Notary Public appeared **AIDA SALINAS FLORES** and on his/hers oath deposed and stated that the facts set forth in the above affidavit to be true and correct in every respect.

Esther Cantu
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041





NATIONAL ASSOCIATION OF WOMEN JUDGES

Membership Office: 300 Newport Avenue, Williamsburg, VA 23185

T: 757 259 1841 F: 757 259 1520 W: www.nawj.org

February 21, 2011

Membership Renewal First Notice

Member ID# 155604

Hon. Aída Salinas Flores
Judge
398th Judicial District Court
100 North Closner, 2nd Floor
Edinburg, TX 78539

INVOICE RECEIVED BY:
Aída Salinas Flores
ON _____
GOODS/SERVICES RECEIVED BY:
Aída Salinas Flores
ON 3/1/11

Additional data for your review and updating if required: Phone: (956) 318-2470
Fax: (956) 318-2475
Email: aida398@aol.com

Dear NAWJ Member,

Please take this opportunity to renew your membership and continue to join us in our efforts to ensure fairness and gender equality in American courts.

Best wishes from the National Office!

Fed ID: 52-1185005

Please renew my membership in NAWJ for Renewal Period: 04/01/2011 - 03/31/2012

I fall within the following membership category:

- _____ \$200.00 Voting Member (Judicial Officers Admitted to the Bar)
- _____ \$175.00 Associate Member (Judicial Officers Not Admitted to the Bar)
- _____ \$175.00 Retired Member *** (Retired Judicial Officers)
- _____ \$175.00 Amicus Judicii Member (Non-Judicial Friends of NAWJ)
- _____ \$3,000.00 Life Member (\$25 Annual administrative fee requested)
- _____ \$25.00 Law Student Member
- _____ \$50.00 Law Clerk Member

_____ I would also like to support NAWJ by making an additional tax deductible contribution of \$_____.

_____ I wish to make an additional \$10.00 contribution to help defray the cost of IAWJ dues.

***Retired Judges with changed circumstances may pay an optional reduced membership fee of \$100.00

_____ **Total Amount Enclosed**

In order to standardize NAWJ's data and ensure accuracy of our written communications (i.e. salutation), please indicate from the following your title:

___ Chief Justice ___ Chief Judge ___ Justice ___ Judge ___ Ms. ___ Mr.

Other non judicial title: _____

Method of Payment (U.S. dollars):

Enclosed is my check for \$_____ made payable to **NAWJ** (for both NAWJ and IAWJ payments).

Charge \$_____ to: ___ Visa ___ MasterCard Card # _____

Exp. Date _____ Security Code _____ Signature _____
(required for credit card charges)

NAWJ is a 501(c)(3) charitable/educational organization. NAWJ dues and all contributions are tax deductible.

PLEASE RETURN A COPY OF THIS INVOICE WITH YOUR REMITTANCE IN THE ENCLOSED ENVELOPE.

2011 Texas Association of County Auditors Membership Dues

CC CONSENT

Date: 03/15/2011
Submitted By: Maria Medina, AUDITOR'S OFFICE
Submitted For: Ray Eufracio
Department: AUDITOR'S OFFICE
Agenda Category: Membership Dues

Information

CAPTION

Auditor's Office:
Requesting approval to pay 2011 membership dues to the Texas Association of County Auditors in the amount of \$535.00(through Req#191561) with authority for the County Treasurer to issue the check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

The purpose of the Texas Association of County Auditors is to support the membership by providing education and resources to assist in the performance of their official duties in an independent, professional and innovative manner, therefore, enhancing efficient and effective County government.

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-21-170-001-0-810
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Amount available in Requisition #191561 in the amount of \$535.00 as of 3-9-2011 for TACA.

Attachments

Link: TACA
Link: Affidavits

Form Routing/Status

Table with 5 columns: Route, Seq, Inbox, Approved By, Date, Status. Contains 3 rows of routing information.

Form Started By: Maria Medina
Started On: 03/09/2011 03:21 PM

Final Approval Date: 03/10/2011

RECEIVED BY
COUNTY AUDITOR
2011 ANNUAL DUES STATEMENT



2011 Texas Association of County Auditors

"Celebrating 100 Years of Public Service"



The Texas Association of County Auditors requests your financial support through the payment of annual dues, our main source of income. It is vitally important that all County Auditors, Assistant County Auditors, and Special Members join.

The 2011 Dues are:

<u>County Population:</u>		<u>Includes:</u>
Under 10,000	\$ 175	Auditor
10,000—25,000	\$ 235	Auditor plus one Assistant Auditor
25,001—100,000	\$ 295	Auditor plus two Assistant Auditors
100,001—250,000	\$355	Auditor plus three Assistant Auditors
> 250,000	\$415	Auditor plus four Assistant Auditors
TACA Pin	\$ 6	(Complimentary Pin for Newly Appointed Auditors)
Special Members	\$100	

Your dues help support the following activities:

- County Auditors' Institute & Conference
- TACA Directory
- Audit Guide/Auditors Handbook
- "Comments" Newsletter
- TACA Website

Remit Payment to:

David Renken
Texas Association of County Auditors
150 N. Seguin Ste. 201
New Braunfels, TX 78130

Due Date: January 31, 2011


Description	Unit Price	Total
2011 DUES	SEE ABOVE	\$ 415.00
ADDITIONAL ASSISTANT AUDITORS	SEE ABOVE	\$ 120.00
TACA PIN (Complimentary)	\$6.00	\$
SPECIAL MEMBER	\$100.00	\$
	Balance Due	\$ 535.00

**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 County Auditors 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:

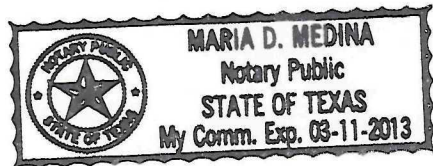
1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association 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: 
TITLE: COUNTY AUDITOR

DATE: 3/9/11

Before me MARIA D. MEDINA, a Notary Public, appeared Raymundo Eufrazio, 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.

(S E A L)




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

**TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

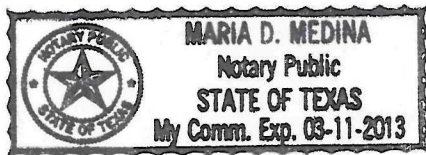
I, LINDA FONG, do hereby state that my membership in the Texas Association of County Auditors on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief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

6. 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;
7. The association or organization is not affiliated with a labor organization;
8. 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.
9. 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
10. 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
TITLE: FIRST ASSISTANT AUDITOR

DATE: 3-10-11

Before me MARIA D. MEDINA, a Notary Public, appeared Linda Fong, 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.



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

**TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

I, ARCILIA DURAN, do hereby state that my membership in the Texas Association of County Auditors 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:

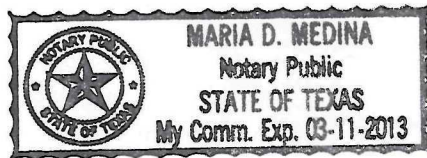
11. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
12. The association or organization is not affiliated with a labor organization;
13. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
14. 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
15. 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: Arcilia B. Duran
TITLE: DIRECTOR OF AUDIT

DATE: 3-9-11

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

(S E A L)



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

**TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

I, MARCELA LUNA, do hereby state that my membership in the Texas Association of County Auditors 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:

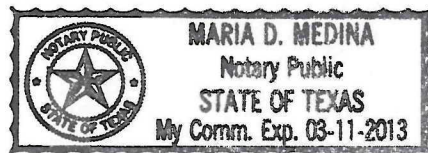
16. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
17. The association or organization is not affiliated with a labor organization;
18. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
19. 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
20. 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: Marcela Luna
TITLE: DIRECTOR OF ACCOUNTING DIVISION

DATE: 3/9/11

Before me MARIA D. MEDINA, a Notary Public, appeared Marcela Luna, 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.

(S E A L)



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

**TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

I, ANGELICA TAPIA, do hereby state that my membership in the Texas Association of County Auditors 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:

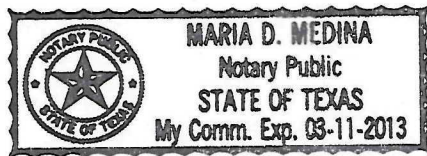
21. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
22. The association or organization is not affiliated with a labor organization;
23. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
24. 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
25. 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: 
TITLE: FINANCIAL ACCOUNTING SUPERVISOR

DATE: 3/9/14

Before me MARIA D. MEDINA, a Notary Public, appeared Angelica Tapia, 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.

(S E A L)




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

**TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

I, YVONNE TORRES, do hereby state that my membership in the Texas Association of County Auditors 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:

26. 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;
27. The association or organization is not affiliated with a labor organization;
28. 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.
29. 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
30. 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: 3/19/11

TITLE: REVENUE AUDIT SUPERVISOR

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

(S E A L)



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

**TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

I, LETICIA CHAVEZ, do hereby state that my membership in the Texas Association of County Auditors 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:

31. 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;
32. The association or organization is not affiliated with a labor organization;
33. 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.
34. 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
35. 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.

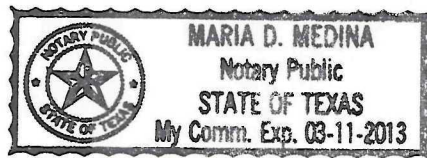
SIGNATURE: 

DATE: 3/09/11

TITLE: COMPLIANCE AUDIT SUPERVISOR

Before me MARIA D. MEDINA, a Notary Public, appeared Leticia Chavez, and on his oath depose 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

AI-25648

7.A.

General Fund Telephone Sweep (1100)

CC CONSENT

Date: 03/15/2011
 Submitted By: Erika Zamora, BUDGET & MANAGEMENT
 Submitted For: Dina Trevino
 Department: BUDGET & MANAGEMENT
 Agenda Category: Budget and Management

Information

CAPTION

Telephone Sweep (1100):
 Approval to transfer General Fund lapsed telephone funds from Various Departments to the Countywide Administration account.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: General Fund (1100)
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Please refer to attached General Fund Telephone Sweep Analysis for funding availability as of 3/9/11.

Attachments

Link: [TELEPHONE SWEEP](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/10/2011 11:11 AM	APRV
2	Ivan Cantu	Ivan Cantu	03/10/2011 12:47 PM	APRV
3	Auditor's Office		03/10/2011 03:53 PM	NEW

Form Started By: Erika Zamora Started On: 03/09/2011 09:04 AM
 Final Approval Date: 03/10/2011

Hidalgo County

Department of Budget & Management

General Fund Telephone Sweep

Account Number	Department Name	2011 Original Budget (A)	Jan-Dec 2011 Estimated Expenditures (B)	SAGE Available Balance 03/4/11 C	Variance for Telephone OBJ. 531 D=(B-C)
1-1100-412-00-009-003-0-531	INDIGENT DEFENSE-TELEPHONE	3,456.00	3,400.00	\$3,175.52	224.48
1-1100-412-00-031-001-0-531	MASTER CRT-TELEPHONE	0.00	650.00	\$0.00	650.00
1-1100-412-00-032-001-0-531	MASTER CRT II-TELEPHONE	2,000.00	650.00	\$1,952.30	(1,302.30)
1-1100-412-00-040-001-0-531	13TH CRT OF APP-TELEPHONE	3,840.00	3,300.00	\$3,582.47	(282.47)
1-1100-412-00-045-001-0-531	AUXILIARY CRT-TELEPHONE	2,500.00	860.00	\$2,428.87	(1,568.87)
1-1100-412-00-055-001-0-531	CHILD PROTECTIVE COURT-TELEPHONE	0.00	350.00	\$0.00	350.00
1-1100-412-00-061-001-0-531	JP PCT 1/PL 1-TELEPHONE	600.00	640.00	\$600.00	40.00
1-1100-412-00-062-001-0-531	JP PCT 1/PL 2-TELEPHONE	1,200.00	520.00	\$1,099.30	(579.30)
1-1100-412-00-063-001-0-531	JP PCT 2/PL 1-TELEPHONE	3,000.00	1,700.00	\$2,844.27	(1,144.27)
1-1100-412-00-064-001-0-531	JP PCT 2/PL 2-TELEPHONE	5,000.00	4,800.00	\$4,563.19	236.81
1-1100-412-00-065-001-0-531	JP PCT 3/PL 1-TELEPHONE	1,500.00	550.00	\$1,457.60	(907.60)
1-1100-412-00-066-001-0-531	JP PCT 3/PL 2-TELEPHONE	1,500.00	650.00	\$1,447.00	(797.00)
1-1100-412-00-067-001-0-531	JP PCT 4/PL 1-TELEPHONE	1,000.00	1,000.00	\$919.96	80.04
1-1100-412-00-068-001-0-531	JP PCT 4/PL 2-TELEPHONE	550.00	1,800.00	\$411.93	1,388.07
1-1100-412-00-069-001-0-531	JP PCT 5/PL 1-TELEPHONE	0.00	1,800.00	\$0.00	1,800.00
1-1100-412-00-090-001-0-531	DIST CLERK-TELEPHONE	4,770.00	4,400.00	\$4,425.50	(25.50)
1-1100-412-30-085-003-0-531	PUBLIC DEFENDER-TELEPHONE	900.00	900.00	\$825.51	74.49
1-1100-413-00-110-006-0-531	CO JUDGE-TELEPHONE	1,800.00	2,500.00	\$1,608.66	891.34
1-1100-414-00-130-001-0-531	ELECTIONS DEPT-TELEPHONE	5,000.00	5,000.00	\$4,581.10	418.90
1-1100-415-00-200-001-0-531	INFO TECH DEPT-TELEPHONE	3,000.00	9,000.00	\$2,297.41	6,702.59
1-1100-415-00-200-002-0-531	IT COUNTYWIDE-TELEPHONE	163,000.00	145,000.00	\$150,870.92	(5,870.92)
1-1100-415-14-115-001-0-531	DBM-BUDGET DIV-TELEPHONE	1,500.00	2,300.00	\$1,313.96	986.04
1-1100-415-15-140-001-0-531	TAX OFF-TELEPHONE	40,000.00	10,000.00	\$39,220.84	(29,220.84)
1-1100-415-16-150-001-0-531	CO TREASURER-TELEPHONE	1,200.00	1,200.00	\$1,104.60	95.40
1-1100-415-18-160-001-0-531	PURCHASING-TELEPHONE	5,000.00	2,500.00	\$4,795.06	(2,295.06)
1-1100-415-50-190-002-0-531	HUMAN RESOURCES-TELEPHONE	1,000.00	1,700.00	\$888.70	811.30
1-1100-419-10-210-001-0-531	PLANNING DEPT-TELEPHONE	4,000.00	2,500.00	\$3,817.65	(1,317.65)

Account Number	Department Name	2011 Original Budget (A)	Jan-Dec 2011 Estimated Expenditures (B)	SAGE Available Balance 03/4/11 C	Variance for Telephone OBJ. 531 D=(B-C)
1-1100-419-40-220-001-0-531	FACILITIES MGMT-TELEPHONE	9,000.00	8,500.00	\$8,283.86	216.14
1-1100-419-50-125-003-0-531	SAFETY-TELEPHONE	3,500.00	1,200.00	\$3,405.67	(2,205.67)
1-1100-421-00-125-011-0-531	TX DPS-TELEPHONE	2,500.00	3,200.00	\$2,337.78	862.22
1-1100-421-00-291-001-0-531	CONSTABLE PCT.1-TELEPHONE	3,000.00	600.00	\$2,952.30	(2,352.30)
1-1100-421-00-292-001-0-531	CONSTABLE PCT.2-TELEPHONE	1,600.00	1,700.00	\$1,485.97	214.03
1-1100-421-00-293-001-0-531	CONSTABLE PCT.3-TELEPHONE	3,000.00	900.00	\$2,931.10	(2,031.10)
1-1100-421-00-294-001-0-531	CONSTABLE PCT.4-TELEPHONE	1,200.00	1,000.00	\$1,109.90	(109.90)
1-1100-421-00-295-001-0-531	CONSTABLE PCT.5-TELEPHONE	1,200.00	1,100.00	\$1,118.72	(18.72)
1-1100-422-10-300-001-0-531	EMERG SRVS-FM-TELEPHONE	1,800.00	1,000.00	\$1,726.30	(726.30)
1-1100-429-00-300-023-0-531	EMERG SRVS-EM-TELEPHONE	300.00	300.00	\$296.40	3.60
1-1100-432-00-122-001-0-531	PCT2 SANITATION-TELEPHONE	400.00	200.00	\$400.00	(200.00)
1-1100-432-00-123-001-0-531	PCT3 SANITATION-TELEPHONE	1,200.00	1,100.00	\$1,111.77	(11.77)
1-1100-444-00-370-001-0-531	VETERAN'S SRV-TELEPHONE	500.00	500.00	\$462.90	37.10
1-1100-452-00-122-008-0-531	PCT2 PARKS-TELEPHONE	0.00	300.00	\$0.00	300.00
1-1100-452-00-123-008-0-531	PCT3 PARKS-TELEPHONE	800.00	600.00	\$736.34	(136.34)
1-1100-461-00-380-001-0-531	TX AGRILIFE EXT-TELEPHONE	5,000.00	6,000.00	\$4,564.18	1,435.82
		292,316.00	237,870.00	\$273,155.51	(35,285.51)

1-1100-415-00-115-002-0-531 CO WIDE ADM - TELEPHONE

\$35,285.51

TOTAL:

0.00

REASON: To correctly fund telephone expenditures for all G/F accounts.

**Rescinding Approval and Acceptance of Termination Notice W/Steven J. Zak for Sex Offender Treatment Provider Services Contract
CC CONSENT**

Date: 03/15/2011
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

1. Approval of acceptance of termination notice submitted by Steven J. Zak as provided on page 5 of 9 of contract in connection to Hidalgo County Juvenile Probation Department for "Sex Offender Treatment Provider Services Contract #C-09-035-02-17 (original contract)"; and
2. Authorization to rescind previous action taken by CC on 02/08/11 on the renewal request of final year of Contract #C-09-035-02-17 with Steven J. Zak, inasmuch as the Purchasing Department was not aware of the vendor's termination submittal request with date of September of 2010.

BACKGROUND

Purchasing Department was not aware of such termination and a copy of vendor's letter was faxed in Monday, March 7, 2011 thus initiating the placing of the agenda item.

Under this services, it is a "Pool" of "Sex Offender Treatment Provider(s)" under project, there is still a contracted vendor to continue providing Juvenile Probation the services required which is Contract #C-035A-02-17.

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
No fiscal impact.

Attachments

Link: [CONTRACT](#)
Link: [Termination Letter](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Purchasing Department	Marty Salazar	03/09/2011 01:13 PM	APRV

2	Budget & Management	Erika Zamora	03/09/2011 01:48 PM	APRV
3	Perla Lopez	Perla Lopez	03/09/2011 04:24 PM	APRV
4	Auditor's Office		03/10/2011 03:53 PM	NEW

Form Started By: Vangie Garcia

Started On: 03/07/2011 10:50 AM

Final Approval Date: 03/10/2011

THE STATE OF TEXAS

§

COUNTY OF HIDALGO

§

CONTRACT FOR SERVICES

THIS AGREEMENT is made effective the 17th of February 2009, by and between the **HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT**, a department of **HIDALGO COUNTY, TEXAS**, a political subdivision of the State of Texas (hereinafter "Department") and **STEVEN J. ZAK, Ph.D.** a resident of Hidalgo County, Texas (hereinafter "Contractor") to serve at the pleasure of the Department.

WITNESSETH:

WHEREAS, Department desires to contract with a person to provide the services necessary to act as a provider of **professional medical and/or psychological counseling services** for the youth probationers served by Department (the "Clients") that are more specifically set forth hereinafter; and

WHEREAS, Contractor has agreed to provide the services enumerated hereinafter for the Department.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, Department and Contractor agree as follows:

1. Contractor agrees to provide to Department and its Clients the services required of a **licensed sex offender treatment provider** (LSOTP) until replaced by Department. These services, but are not limited to:

(a) Conducting individual family and/or group counseling appropriate for the needs of each Client;

- (b) Conducting psychosexual examination of the Clients as required by the Department;
- (c) Conducting other evaluations and tests on each Client as required by the Department;
- (d) Interpreting the results of any tests conducted under (b) or (c) above and submitting a written report to Department of the results of such tests and examinations, as required by Department;
- (e) Developing implementing and monitoring appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations; and
- (f) Serving on general call on a daily basis, except when out of town.

All records, notes and/or reports created by Contractor and relating to services provided under this Contract shall be retained by Contractor for a minimum of three (3) years following the termination of this Contract, and thereafter, until any pending audit or litigation and all questions arising there from concerning such records are resolved by a final unappealable determination of any applicable court or agency. Contractor agrees to provide Department, Texas Juvenile Probation Commission, and their employees, attorneys, and/or independent auditors access to such books and/or records to the extent permitted by any obligation of confidentiality between or among the Client and Contractor.

2. Contractor represents that it employs a LSOPT licensed by the State of Texas and qualified to perform and execute the services provided above. If any such license is suspended or revoked, this Contract shall automatically be terminated as to such LSOPT

and Contractor shall immediately notify the Chief Juvenile Probation Officer of such suspension or revocation. In addition, under Section 236.006, Texas Family Code, Contractor certifies that the individual or business entity named in the Contract, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this Contract may be terminated if this certification is inaccurate.

3. Contractor shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Probation Commission. In addition, Contractor shall permit Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or ~~evaluate the performance of the services provided hereunder at any time, Contractor shall~~ provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish review of activities, services and expenditures of the Department.

4. Contractor shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Contractor and for Clients, inmates, patients and/or residents served by Contractor.

5. As consideration for the above and foregoing, Contractor shall submit a monthly billing statement to the Department (P.O. Box 267, Edinburg, Texas 78540). Said statement must provide and itemized list of services rendered to Department during the statement period, based on the following schedule of fees:

Psychosexual evaluations	up to \$395.00 Maximum per Evaluation
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Psychosexual Evaluations Update/Addendum	up to \$200.00 Maximum per Evaluation
Individual and/or Family Counseling	up to \$125.00 Maximum per Client per hour
Group Counseling	up to \$ 45.00 per person Maximum per Client per hour

Upon receipt of said statement, Department shall submit a requisition for payment of said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Department will notify Contractor when state funds are used to pay for services. Contractor will account separately for the receipt and expenditure of state funds received from Department. Contractor will comply with Department's specified accounting, reporting, and auditing requirements applicable to any state funds paid to Contractor under this contract. In any event, Contractor 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.

6. Contractor must comply with all applicable Department and Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Contractor under this Contract. Notwithstanding the foregoing sentence, Contractor represents and maintains that it is an independent contractor and is not an employee of Department , 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 Department, Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil

service program. Contractor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

7. Department and Contractor agree that either party may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

8. Department hereby notifies Contractor that is Contract may be wholly or partially funded with state grant funds, and as such, this Contract shall be subject to ~~termination without penalty, either in whole or in part, if funds are not available or are not~~ appropriated by the Texas Legislature.

9. Contractor agrees to provide liability insurance covering its activities in providing the services for Department 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 issued by the insurer that such insurance is in full force and effort.

10. Except as otherwise herein provided, Contractor may not assign the obligations or rights under this contract to any person without the prior written consent of Department.

11. Unless earlier terminated as herein provided, this Contract shall terminate on February 16, 2010.

12. Contractor agrees to abide by all appropriate performance standards and sanctions and/or penalties that may be imposed by Department, Texas Juvenile Probation

Commission, and/or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.

13. Nothing in this Contract shall be constructed 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 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 requirement and only during the time such conflict exists.

14. Department will conduct regular financial and programmatic monitoring of Contractor if Contractor is paid in whole or in part with state funds to ensure performance of an compliance with contractual provisions between Department and Contractor. If required by the Texas Juvenile Probation Commission, Department will complete and Contactor will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor Contactor's compliance with contractual requirements. If Contractor fails to deliver quality service, fails to achieve the defined goals, outcomes,

strategies and outputs set by Department, or if Contractor fails to comply with any upon the giving of ten (10) days prior written notice to Contractor.

15. No waiver by Department 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.

16. This Contract contains the entire agreement between the parties hereto, and each part acknowledges that neither had 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 Department and Contractor, and not otherwise.

17. 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.

18. 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 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 Department:

Hidalgo County Juvenile Probation
Department
Attention: Israel "Buddy" Silva, Jr.
P.O. Box 267
Edinburg, Texas 78540

If to Contractor:

Steven J. Zak, Ph.D.
2216 N. 5th St
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 United States mail.

19. 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.

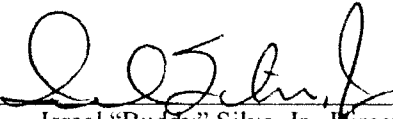
20. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this contract.

21. 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


22. The execution and performance of this Contract by Department and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Department and Contractor in accordance with its terms.

EXECUTED as of the day and year first written above.

**HIDALGO COUNTY JUVENILE PROBATION
DEPARTMENT**

By: 
Israel "Buddy" Silva, Jr., Director and Chief
Juvenile Probation Officer

HIDALGO COUNTY JUVENILE BOARD

By: 
Hon. Mario E. Ramirez, Jr., 332nd District Court
Juvenile Department Overseer

CONTRACTOR:


Steven J. Zak, Ph.D.

EXHIBIT “A”

SPECIFICATIONS/REQUIREMENTS/SCOPE OF SERVICES

EXHIBIT A
REQUIREMENTS/SCOPE OF SERVICES

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

REQUEST FOR PROPOSAL

**“POOL FOR LICENSED SEX OFFENDER TREATMENT
PROVIDER(S)”**

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER
REQUEST FOR PROPOSAL

**“POOL FOR LICENSED SEX OFFENDER TREATMENT
PROVIDER(S)**

RFP NO: 2009-035-01-28-YSI

Overview:

Hidalgo County (hereinafter referred to as “COUNTY”) is soliciting proposals for “Judge Mario E. Ramirez, Jr. Juvenile Justice Center – Licensed Sex Offender Treatment Provider(s)” in order to establish a “Pool” of Licensed Sex Offender Treatment Provider(s) on an “As Needed Basis”. Service “Pool/Roster” shall be for a period of One (1) Year with the County’s option to renew for two (2) additional one (1) year terms. The scope of the work/services will encompass all aspects of Judge Mario E. Ramirez, Jr. Juvenile Justice Center and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request For Proposals (hereinafter referred to as “RFP”) is only to be used for the purpose of preparing a proposal for “Licensed Sex Offender Treatment Provider(s). Request For Proposals will be accepted until 9:30 A.M., Wednesday, January 28, 2009. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

Deliver Submittal to:
RFP Number: 2009-035-01-28-YSI

<u>US Postal Mail Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	<u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539
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The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Qualifications:

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:

<u>US Postal Mail Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	<u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539
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WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, January 21, 2009 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, January 23, 2009. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

DISCLOSURE OF CONFLICT OF INTEREST:

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

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

PROPOSER'S AFFIDAVIT:

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

NON-DISCRIMINATION:

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

PROCESSING TIME FOR PAYMENT:

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

ELECTRONIC TRANSMISSION OF BIDS:

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

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

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

SUBMITTER DEFAULT:

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

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

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

HAND DELIVERED PROPOSALS:

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

SIGNING OF PROPOSALS:

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

WAIVING OF INFORMALITIES:

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

SUBCONTRACTING:

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

TERM OF CONTRACT:

It is intended that the "Pool Term" of the contract will be for an initial period of one (1) year, with County's option to renew/extend for additional two (2), one (1) year terms, under the same rates, terms, and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term, under the same rates, terms and conditions.

DAVIS BACON ACT:

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

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.

FIRM QUALIFICATIONS:

Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract with qualified Licensed Sex Offender Treatment Provider(s) who are qualified as a Licensed "Sex Offender Treatment Provider(s)". The person(s) directly performing the services are required to be licensed "Sex Offender Treatment Provider(s)." Credentials, qualifications to perform necessary services must be submitted. 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 firm's credentials, education and experience with other "Juvenile Probation Entities" is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:

This section will contain **any/all** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified licensed "Sex Offender Treatment Provider(s)."

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:

Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract and establish a "Pool" of qualified licensed "Sex Offender Treatment Provider(s)" who are qualified to provide services and expertise and licensed as "Sex Offender Treatment Provider(s)" and meet the following specifications/requirements:

1. Provide to department and its clients the services required of an LSOTP until replaced by department. These services include but are not limited to:
 - a. Conducting individual family and/or group counseling appropriate for the needs of each Client;
 - b. Conducting psychosexual examinations of the Clients as required by the Department;
 - c. Conducting other evaluations and tests on each Client as required by the Department;
 - d. Interpreting the results of any test conducted under (b) or (c) above and submitting a written report to Department of the results of such test and examinations, as required by Department;
 - e. Developing implementing and monitoring appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations; and
 - f. Serving on general call on a daily basis, except when out of town. All records, notes and/or reports created by Contractor and relating to services provided under this service shall be retained by Contractor for a minimum of three (3) years following the termination of the contract and thereafter, until any pending audit or litigation and all questions arising therefrom concerning such records are resolved by a final unappealable determination of any applicable court or agency. Proposer agrees to provide Department, the Texas Juvenile Probation Commission, and their employees, attorneys, and/or independent auditors access to such books and/or records to the extent permitted by any obligation of confidentiality between or among the Client and the proposer.
2. Proposer represents that it employs a LSOTP licensed by the State of Texas and qualified to perform and execute the services provided above.
3. Proposer must not be ineligible to receive specified grant, loan or payment as under Section 236.006, Texas Family Code.
4. Proposer shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Probation Commission. In addition proposer shall permit Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time. Proposer shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Department.
5. Proposer shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of proposer and for Clients, inmates, patients and/or residents served by proposer.
6. Proposer agrees to separately account for the receipt and/or expenditure of funds received pursuant to Department's services.
7. Proposer shall provide and maintain liability insurance covering its activities in providing the services for the Department 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 issued by the insurer that such insurance is in full force and effect.
8. Proposer agrees to abide by all appropriate performance standards and sanctions and/or penalties that may be imposed by Department, the Texas Juvenile Probation Commission, and /or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.
9. Department will conduct regular financial and programmatic monitoring of proposer if proposer is paid in whole or in part with state funds to ensure performance of and compliance with contractual provisions between Department and proposer. If required by the Texas Juvenile Probation Commission, Department

will complete and proposer will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor proposer's compliance with contractual requirements.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Proposer(s) is to provide a standard fee proposal per psychosexual evaluation, psychosexual evaluation update/addendum, individual and/or family counseling, and group counseling based on the scope of services/work requested. Cost(s) to include all typed and signed documentation/reports to the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center". The department will not be financially responsible for missed appointments.

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 / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

NUMBER OF COPIES TO BE SUBMITTED:

Hidalgo County requires one (1) original submittal and seven (7) copies.

SECTION III - SELECTION/EVALUATION/RANKING

SELECTION/EVALUATION/RANKING PROCESS:

The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. The participants will be ranked after evaluation of "Pool/Roster" by Hidalgo County Commissioners Court. Categories under the 100-point system include response to RFP. RFP submittal evaluation be based on the criteria outlined below.

- (A) The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners will review, score and evaluate the RFPs received in response to this "Request For Proposals".
- (B) After the RFPs have been reviewed, scored and evaluated, the committee will present the "Pool/Roster" grid to the Hidalgo County Commissioners Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

1. **LICENSED SEX OFFENDER TREATMENT PROVIDER(S):** (30 Points)
The "Licensed Sex Offender Treatment Provider(s) should provide information related to its Qualifications. The "Licensed Sex Offender Treatment Provider(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the state of Texas and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the Services as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.
2. **UNDERSTANDING THE SERVICES/METHODOLOGY:** (20 Points)
The "Licensed Sex Offender Treatment Provider(s)" must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Sex Offender Treatment Provider(s)" by the "Judge Mario E. Ramirez, Jr. If the "Licensed Sex Offender Treatment Provider(s)" currently has an active Practice, the "Licensed Sex Offender Treatment Provider" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". "Licensed Sex Offender Treatment Provider(s)" should include any local issues or concerns that directly affect the "Licensed Sex Offender Treatment Provider(s)" understanding of the project.

3. **COST:** (20 Points)
Provide a standard fee proposal per psychosexual evaluation, psychosexual evaluation update/addendum, individual and/or family counseling, and group counseling based on the scope of services and requirements.
4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"** (30 Points)
The "Licensed Sex Offender Treatment Provider(s)" should provide as much background information as to it's experiences in providing similar counseling services to juveniles, parents, groups, etc."

NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, qualified, experience, efficient and effective plan in order to create a "Pool/Roster" will be reviewed and considered in order to create "Pool/Roster". Emphasis will be placed on qualifications, experience, capability to perform the services as well as meeting the needs of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center for" - "Licensed Sex Offender Treatment Provider(s)". Accuracy and completeness are essential. Hidalgo County / Judge Mario E. Ramirez Jr., Juvenile Justice Center reserves the right to reject any and all RFPs.

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

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

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, January 28, 2009.**
All costs and expenses associated with the preparation and submission of (rfp's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

EXHIBIT “B”

PAYMENT SCHEDULE/BEST AND FINAL OFFER

EXHIBIT "B"

PAYMENT SCHEDULE

1. Psychosexual Evaluations-Up to \$395.00
 2. Psychosexual Evaluations-Update/Addendum-Up to \$200.00 Maximum Per Evaluations
 3. Individual And/Or Family Counseling-Up to \$125.00 Maximum Per Client Per Hour
 4. Group Counseling-Up to \$45.00 Per Person Maximum Per Client Per Hour
-

EXHIBIT "C"

**INSURANCE
REQUIREMENTS**

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

JUVENILE PROBATION DEPARTMENT
DETENTION FACILITY • BOOT CAMP FACILITY
1001 N. DOOLITTLE RD. • P.O. Box 267
EDINBURG, TEXAS 78542-0267
(956) 587-6200 FAX (956) 383-4280



ISRAEL "BUDDY" SILVA, JR.
DIRECTOR
CHIEF JUVENILE PROBATION OFFICER

FAX COVER SHEET

DATE: 3/7/11 TIME: _____

PLEASE DELIVER THE FOLLOWING PAGE(S) to:

NAME: Nancy

()

FROM: Elena

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

TOTAL NUMBER OF PAGE(S) 2 INCLUDING COVER SHEET

IF YOU DO NOT RECEIVE ALL OF THE PAGES OR IF THERE IS A PROBLEM PLEASE CALL BACK WITHIN FIVE (5) MINUTES.

FAX NUMBER: (956) 383-4280

FAX NUMBER: (956) 587-6248

CONTACT NUMBER: (956) 587-6200

COMMENTS: _____

JPD
APPROVED: 11/08

HIDALGO COUNTY JUVENILE BOARD

MARIO E. RAMIREZ, JR. CHAIRMAN
JUDGE, 342ND DISTRICT COURT

MARIO RAMIREZ, JR. ROLY DELGADO JR. "BUDDY" SILVA ISRAEL "BUDDY" SILVA JUAN R. PARRA RAYON GARCIA N.E. GONZALEZ LARRY LITZ ADA SALINAS PUEBES ISRAEL RAMIREZ, JR. JESSE CERVANTES

FAMILY GUIDANCE
GUIDANCE FOR: YOUTHS, FAMILIES, COUPLES



(956) 631-8430

STEVEN J. ZAK, Ph.D.

McAllen, Texas

MEMORANDUM

To: Mr. Israel "Buddy" Silva, Jr.

From: Steven J. Zak

RE: Contract for Services

Date: September 8, 2010

This is to inform you that pursuant to **Paragraph 7** of our **Contract** for Services to provide **Sex Offender Specific Treatment Services**, I am giving **thirty (30) days** notice of **termination of Contract**.

It has been my pleasure in providing services to your youth and I wish the best for you and your sex offender treatment program.

Steven J. Zak, Ph.D.
Licensed Sex Offender Treatment Provider
2216 N. 5th St.
McAllen, Texas 78501

AI-25680

8.B.

**Requesting approval of 1 Year extension with Gloria Flores Interpreting Services for Sign Language Interpreters for Non-Courtroom
CC CONSENT**

Date: 03/15/2011
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Authority to exercise the additional one (1) year extension option as provided under current contract for "Sign Language Interpreters-Non-Courtroom" for Hidalgo County, under the same rates, terms, and conditions with Gloria Flores Interpreting Services.
E-10-145A-03-16

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: Co. Wide Obj. 339, 350 & 831
FUNDS AVAILABLE Y/N?: n/a MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

In relation to Sign Language & Interpreting Services.
Services are on an as needed basis. See attached exp report for possible funding sources and availability of funds.

Attachments

Link: [Extension Letter](#)

Link: [exp report](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/10/2011 10:40 AM	APRV
2	Budget & Management	Erika Zamora	03/10/2011 11:10 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	03/10/2011 03:25 PM	APRV
4	Auditor's Office		03/10/2011 03:53 PM	NEW

Form Started By: Rocio Villarreal
Started On: 03/09/2011 03:03 PM

Final Approval Date: 03/10/2011



PURCHASING DEPARTMENT
County Of Hidalgo

March 9, 2011

Gloria Flores Interpreting Services
PO Box 4056
Mission, Texas

CERTIFIED MAIL
7099 3220 0002 9745 6234
Via Email: gfloresj@yahoo.com

Re: E-10-145A-03-16-Sign Language Interpreters for Non-Courtroom Interpreting Assignments for Hidalgo County

Dear Ms. Flores:

Commissioners' Court will take applicable action (Tuesday, March 15, 2011) in connection with the Hidalgo County's option to extend/renew for an additional one (1) year period as provided in the current service agreement (under the same rates, terms and conditions). Effective date of renew/extension is of April 1, 2011. Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, March 11, 2011, 5:00 p.m., via facsimile to (956) 956-318-2629.

By: _____

Date: _____

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
Hidalgo County Contracts Manager

For 01/01/11 - 01/31/12

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

Account No/Description	Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1100-412-00-002-001-0-831	500.00	.00	172.14	172.14	327.86	34.43
93RD DC-COURT COSTS & INVESTIGATION						
139TH DC-OTHER SERVICES	500.00	.00	.00	.00	500.00	.00
1-1100-412-00-003-001-0-350	2,000.00	451.25	.00	.00	1,548.75	22.56
139TH DC-COURT COSTS & INVESTIGATION						
1-1100-412-00-003-001-0-831	7,739.01	.00	2,335.00	2,335.00	5,404.01	30.17
1-1100-412-00-004-001-0-831	1,000.00	.00	.00	.00	1,000.00	.00
1-1100-412-00-005-001-0-831	500.00	.00	.00	.00	500.00	.00
1-1100-412-00-006-001-0-831	749.00	285.00	.00	.00	464.00	38.05
1-1100-412-00-006-001-0-831	800.00	.00	.00	.00	800.00	.00
1-1100-412-00-008-001-0-831	1,000.00	.00	.00	.00	1,000.00	.00
1-1100-412-00-009-001-0-831	500.00	.00	.00	.00	500.00	.00
1-1100-412-00-010-001-0-831	368.00	.00	.00	.00	368.00	.00
1-1100-412-00-011-001-0-831	1,500.00	338.75	.00	.00	1,161.25	22.58
1-1100-412-00-022-001-0-831	300.00	.00	.00	.00	300.00	.00
1-1100-412-00-032-001-0-831	74,529.65	400.00	7,329.65	7,329.65	66,800.00	10.37
1-1100-412-00-066-001-0-831	1,000.00	.00	.00	.00	1,000.00	.00
1-1100-412-00-090-001-0-339	1,000.00	.00	.00	.00	1,000.00	.00
1-1100-412-00-090-001-0-831	500.00	.00	.00	.00	500.00	.00
1-1100-412-20-080-001-0-831	.00	.00	.00	.00	.00	.00
1-1100-413-30-125-004-0-339	42,454.41	.00	.00	.00	42,454.41	.00
1-1100-414-00-130-001-0-350	130,000.00	111,325.37	18,674.63	18,674.63	.00	100.00
1-1100-415-00-115-002-0-339	50,000.00	41,660.70	13,757.21	13,757.21	-5,417.91	110.84
1-1100-415-00-115-002-0-350	.00	264,392.00	.00	.00	-264,392.00	.00
1-1100-415-00-115-082-0-350	29,900.00	.00	.00	.00	29,900.00	.00
1-1100-415-14-115-001-0-339	20,000.00	.00	.00	.00	20,000.00	.00
1-1100-415-15-140-001-0-339	50,000.00	14,146.44	1,286.04	1,286.04	34,567.52	30.86
1-1100-415-15-140-001-0-350	40,000.00	.00	12,922.25	12,922.25	27,077.75	32.31
1-1100-415-15-140-002-0-350	2,059.00	1,071.70	214.34	214.34	772.96	62.46
1-1100-415-16-150-001-0-350	11,000.00	1,726.00	863.00	863.00	8,411.00	23.54
1-1100-415-18-160-001-0-350	6,500.00	.00	.00	.00	6,500.00	.00
1-1100-415-19-115-020-0-339	1,000.00	.00	.00	.00	1,000.00	.00
1-1100-415-21-170-001-0-350	300,000.00	.00	2,042.56	2,042.56	297,957.44	.68
1-1100-415-30-125-006-0-339						
GENERAL LITIGATION-OTHER PROF SRV						
CO AUDITOR-OTHER SERVICES						
CO AUDITOR-OTHER SERVICES						
ARBITRAGE CALC-OTHER PROF SRV						
PURCHASING-OTHER SERVICES						
CO TREASURER-OTHER SERVICES						
TAX OFF LOCK BOX SRV-OTHER SERVICES						
TAX OFF-OTHER SERVICES						
TAX OFF-OTHER PROF SRV						
DEM-BUDGET DIV-OTHER PROF SRV						
HURRICANE ALEX-OTHER SERVICES						
CO WIDE ADM-OTHER SERVICES						
CO WIDE ADM-OTHER SERVICES						
DIST CLERK-OTHER PROF SRV						
DIST CLERK-COURT COSTS & INVESTIGATION						
DIST CLERK-COURT COSTS & INVESTIGATION						
GRAND JURY-COURT COSTS & INVESTIGATION						
CO COMM-OTHER PROF SRV						
ELECTIONS DEPT-OTHER SERVICES						
CRIM DA-COURT COSTS & INVESTIGATION						
JP PCT 3/PL 2-COURT COSTS & INVESTIGATION						
MASTER CRT 11-COURT COSTS & INVESTIGATION						
CCL#2-COURT COSTS & INVESTIGATION						
449TH DC-COURT COSTS & INVESTIGATION						
430TH DC-COURT COSTS & INVESTIGATION						
398TH DC-COURT COSTS & INVESTIGATION						
389TH DC-COURT COSTS & INVESTIGATION						
332ND DC-COURT COSTS & INVESTIGATION						
275TH DC-COURT COSTS & INVESTIGATION						
206TH DC-COURT COSTS & INVESTIGATION						
139TH DC-COURT COSTS & INVESTIGATION						
139TH DC-OTHER SERVICES						

For 01/01/11 - 01/31/12

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

Account No/Description	Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1100-415-40-180-001-0-339	2,000.00	.00	.00	.00	2,000.00	.00
CO CLERK-OTHER PROF SRV						
1-1100-415-40-180-001-0-350	3,000.00	1,286.04	214.34	214.34	1,499.62	50.01
CO CLERK-OTHER SERVICES						
1-1100-415-40-180-002-0-339	77,996.00	.00	.00	.00	77,996.00	.00
CO CLERK RECORD ARCHIVE-OTHER PROF SRV						
1-1100-419-40-220-001-0-339	3,000.00	.00	.00	.00	3,000.00	.00
FACILITIES MGMT-OTHER PROF SRV						
1-1100-419-50-125-003-0-339	81,500.00	14,810.00	5,190.00	5,190.00	61,500.00	24.54
SAFETY-OTHER PROF SRV						
1-1100-419-60-125-010-0-350	40,000.00	30,301.72	9,698.28	9,698.28	.00	100.00
MAILING SERVICES-OTHER SERVICES						
1-1100-421-00-115-011-0-350	50,000.00	40,833.34	9,166.66	9,166.66	.00	100.00
CO WIDE LAW ENF-OTHER SERVICES						
1-1100-421-00-280-001-0-339	137,500.00	12,240.00	905.00	905.00	124,355.00	9.56
SHERIFF-OTHER PROF SRV						
1-1100-421-00-280-001-0-350	4,000.00	906.00	604.00	604.00	2,490.00	37.75
SHERIFF-OTHER SERVICES						
1-1100-421-53-123-041-0-339	26,378.99	.00	.00	.00	26,378.99	.00
RURAL AMBULANCE-OTHER PROF SRV						
1-1100-423-21-280-002-0-339	25,000.00	.00	380.18	380.18	24,619.82	1.52
JAIL-OTHER PROF SRV						
1-1100-423-32-330-001-0-339	30,000.00	24,795.00	4,481.25	4,481.25	723.75	97.59
JUV DET HM-OTHER PROF SRV						
1-1100-423-60-330-002-0-339	30,000.00	.00	261.25	261.25	29,738.75	.87
JUV PROB-OTHER PROF SRV						
1-1100-423-60-330-002-0-350	225,000.00	193,122.04	20,777.00	20,777.00	11,100.96	95.07
JUV PROB-OTHER SERVICES						
1-1100-432-00-121-001-0-350	434,601.96	307,352.30	47,452.45	47,452.45	79,797.21	81.64
PCT1 SANITATION-OTHER SERVICES						
1-1100-441-00-340-001-0-339	2,000.00	500.00	.00	.00	1,500.00	25.00
HEALTH ADM-OTHER PROF SRV						
1-1100-441-00-340-001-0-350	5,000.00	1,597.00	786.00	786.00	2,617.00	47.66
HEALTH ADM-OTHER SERVICES						
1-1100-441-00-340-003-0-339	9,000.00	1,887.09	482.91	482.91	6,630.00	26.33
HEALTH CLINICS-OTHER PROF SRV						
1-1100-441-00-340-003-0-350	1,000.00	.00	.00	.00	1,000.00	.00
HEALTH CLINICS-OTHER SERVICES						
1-1100-444-00-125-017-0-831	40,000.00	.00	5,608.00	5,608.00	34,392.00	14.02
MENTAL HEALTH-COURT COSTS & INVESTIGATIO						
1-1100-444-00-240-001-0-339	700.00	300.00	.00	.00	400.00	42.86
HUMAN SERVICES-OTHER PROF SRV						
1-1100-444-00-240-001-0-350	1,845.00	1,545.00	.00	.00	300.00	83.74
HUMAN SERVICES-OTHER SERVICES						
1-1100-444-00-360-001-0-831	5,000.00	.00	.00	.00	5,000.00	.00
CHILD WELFARE-COURT COSTS & INVESTIGATION						
1-1100-452-00-121-013-0-339	2,100.00	1,232.00	.00	.00	868.00	58.67
PCT1 PARKS-OTHER PROF SRV						
1-1100-452-00-121-013-0-350	13,800.00	2,300.00	1,150.00	1,150.00	10,350.00	25.00
PCT1 PARKS-OTHER SERVICES						
1-1100-452-00-122-008-0-339	1,000.00	.00	.00	.00	1,000.00	.00
PCT2 PARKS-OTHER PROF SRV						
1-1100-452-00-122-008-0-350	15,000.00	.00	.00	.00	15,000.00	.00
PCT2 PARKS-OTHER SERVICES						
1-1100-461-00-125-025-0-350	28,800.00	26,400.00	2,400.00	2,400.00	.00	100.00
PREDATORY ANIMALS-OTHER SERVICES						
1-1100-461-00-125-027-0-350	400,000.00	299,999.97	.00	.00	100,000.03	75.00
HUMAN SOCIETY-OTHER SERVICES						
1-1200-431-00-121-005-0-339	23,161.45	3,161.45	.00	.00	20,000.00	13.65
PCT1 P/U RD-OTHER PROF SRV						
1-1200-431-00-122-006-0-339	7,100.25	.00	.00	.00	7,100.25	.00
PCT2 P/U RD-OTHER PROF SRV						

For 01/01/11 - 01/31/12

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

Account No/Description	Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1200-431-00-123-004-0-339	3,000.00	1,000.00	2,000.00	2,000.00	.00	100.00
PCT3 RD ADM-OTHER PROF SRV						
1-1200-431-00-123-005-0-339	5,000.00	2,000.00	.00	.00	3,000.00	40.00
PCT3 P/U RD-OTHER PROF SRV						
1-1200-431-00-124-007-0-339	5,000.00	2,000.00	.00	.00	3,000.00	40.00
PCT4 P/U RD-OTHER PROF SRV						
1-1200-431-00-260-001-0-339	.00	.00	.00	.00	.00	.00
R-O-W DEPT-OTHER PROF SRV						
1-1222-412-00-080-006-0-831	500.00	.00	.00	.00	500.00	.00
DA BAD CK-COURT COSTS & INVESTIGATION						
1-1223-412-00-080-007-0-831	100,000.00	.00	170.00	170.00	99,830.00	.17
DA INVESTIGATION HB65-COURT COSTS&INVEST						
1-1227-421-00-280-005-0-350	2,000.00	.00	.00	.00	2,000.00	.00
SHRF INVESTIG HB65-OTHER SERVICES						
1-1227-421-00-280-005-0-831	12,000.00	.00	75.00	75.00	11,925.00	.63
SHRF INVESTIG HB65-COURT COSTS & INVEST						
1-1237-415-40-180-003-0-350	30,000.00	26,400.00	2,400.00	2,400.00	1,200.00	96.00
CC REC MGMT-OTHER SERVICES						
1-1238-412-00-090-003-0-350	279,204.35	23,267.00	46,534.00	46,534.00	209,403.35	25.00
DC COUNTY REC MGMT-OTHER SERVICES						
1-1239-412-00-115-043-0-339	165,000.00	.00	.00	.00	165,000.00	.00
COURT REPORTER-OTHER PROF SRV						
1-1239-412-00-115-043-0-831	93,000.00	.00	56,613.00	56,613.00	36,387.00	60.87
COURT REPORTER-COURT COSTS&INVESTIGATION						
1-1243-412-00-023-002-0-831	15,700.00	.00	3,356.48	3,356.48	12,343.52	21.38
PROBATE COURT-COURT COSTS&INVESTIGATION						
1-1247-412-50-100-001-0-350	3,000.00	.00	.00	.00	3,000.00	.00
LAW LIBRARY-OTHER SERVICES						
1-1254-412-00-270-014-0-350	500.00	.00	.00	.00	500.00	.00
HIDTA US JUSTICE-OTHER SERVICES						
1-1254-412-00-270-014-0-831	10,000.00	.00	1,085.00	1,085.00	8,915.00	10.85
HIDTA US JUSTICE-COURT COSTS & INVESTIGA						
1-1283-414-00-130-018-0-339	32,733.15	32,733.15	.00	.00	.00	100.00
2010 CHAPTER 19-OTHER PROF SRV						
1-1283-429-10-300-027-2-339	40,000.00	.00	.00	.00	40,000.00	.00
HS SHSP-LEAP-OTHER PROF SRV						
1-1293-441-00-340-042-1-339	56,000.00	.00	.00	.00	56,000.00	.00
PPCPs/PHER-OTHER PROF SRV						
1-1293-441-00-340-048-5-350	1,783.00	.00	.00	.00	1,783.00	.00
HRS&A-OTHER SERVICES						
1-1294-423-00-330-016-1-350	107,993.00	99,935.00	8,058.00	8,058.00	.00	100.00
DONNA ISD-OTHER SERVICES						
1-1294-423-00-330-017-1-350	58,466.00	52,304.00	6,162.00	6,162.00	.00	100.00
LA JOYA ISD-OTHER SERVICES						
1-1294-423-00-330-018-1-350	365,123.00	316,380.00	48,743.00	48,743.00	.00	100.00
TJPC-P-2011 JJAEP-OTHER SERVICES						
1-1294-423-00-330-019-1-350	15,023.00	14,470.00	553.00	553.00	.00	100.00
MCALLEN ISD-OTHER SERVICES						
1-1294-423-00-330-020-1-350	62,658.00	62,658.00	.00	.00	.00	100.00
PSJA ISD-OTHER SERVICES						
1-1294-423-00-330-021-1-350	24,490.00	21,962.00	2,528.00	2,528.00	.00	100.00
SHARVILAND ISD - OTHER SERVICES						
1-1294-423-00-330-023-1-350	37,734.00	33,547.00	4,187.00	4,187.00	.00	100.00
ECISD-OTHER SERVICES						
1-1294-423-00-330-024-1-350	14,200.00	14,200.00	.00	.00	.00	100.00
EDCODOCH-ELSA ISD-OTHER SERVICES						
1-1294-423-00-330-025-1-350	60,000.00	59,210.00	790.00	790.00	.00	100.00
MISSION ISD-OTHER SERVICES						
1-1294-423-00-330-027-1-350	2,449.00	2,449.00	.00	.00	.00	100.00
JJAEP DISCRETIONARY-OTHER SERVICES						

Hidalgo County

Expenditure Summary Report

1001 - Standard Report Spec

Standard Report Format

Account No/Description	Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1294-423-00-330-039-1-350	7,110.00	7,110.00	.00	.00	.00	100.00
MONTE ALTO ISD-OTHER SERVICES						
1-1294-423-00-330-040-1-350	19,039.00	19,039.00	.00	.00	.00	100.00
HIDALGO ISD-OTHER SERVICES						
1-1294-423-00-330-041-1-350	31,447.00	30,815.00	632.00	632.00	.00	100.00
MERCEDDES ISD-OTHER SERVICES						
1-1294-423-00-330-043-1-350	9,480.00	9,480.00	.00	.00	.00	100.00
VALLEY VIEW ISD-OTHER SERVICES						
1-1294-423-00-330-050-1-339	17,405.00	.00	.00	.00	17,405.00	.00
TUPC-X-2011 - OTHER PROF SRV						
1-1294-423-00-330-052-1-350	109,234.40	72,693.92	37,140.48	37,140.48	.00	100.00
TUPC-C-2011 - OTHER SERVICES						
1-1295-423-00-330-028-0-339	2,000.00	.00	.00	.00	2,000.00	.00
WEST B/C-OTHER PROF SRV						
1-1295-423-00-330-028-0-350	1,000.00	.00	.00	.00	1,000.00	.00
WEST B/C-OTHER SERVICES						
1-2201-415-00-115-009-0-339	79,330.00	.00	.00	.00	79,330.00	.00
DBM-HEALTH INS ADM-OTHER PROF SRV						
1-2201-415-00-115-010-0-350	1,500,000.00	.00	117,263.58	117,263.58	1,382,736.42	7.82
HEALTH BENEFITS TRPASTP LOSS-OTHER SRV						
1-2202-419-50-115-065-0-339	76,500.00	.00	.00	.00	76,500.00	.00
DBM-W/C DIV-OTHER PROF SRV						
1-2202-419-50-115-066-0-350	300,000.00	.00	42,750.00	42,750.00	257,250.00	14.25
CLAIMS SERVICING-OTHER SERVICES						

**Requesting approval of L&G Engineering Invoices 11323718 &11323719
CC CONSENT**

Date: 03/15/2011
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Acceptance, and approval of the following invoices submitted by contracted/projected engineer, L & G Consulting Engineers, Inc.:

- 1. Invoice No. 11323718- \$30,096.00 for "FM 681 From FM 2221 to SH 10"-C-09-192-06-08;
- 2. Invoice No. 11323719- \$12,036.50 for "FM 681 Project; From FM 2221/FM 492"-C-09-192A-06-08.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1315-431-00-123-070-0-841
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

For Invoice No. 11323718: Available funds in P.O. #625224 as of 3/10/11 is \$608,597.29.

FISCAL YEAR: 2011 ACCT. #: 1-1315-431-00-123-071-0-841
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

For Invoice No. 11323719: Available funds in P.O. #625225 as of 3/10/11 is \$361,071.77.

Attachments

Link: [Invoices](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/10/2011 10:36 AM	APRV
2	Budget & Management	Erika Zamora	03/10/2011 11:08 AM	APRV
3	Perla Lopez	Perla Lopez	03/10/2011 11:39 AM	APRV
4	Auditor's Office		03/10/2011 03:53 PM	NEW

Form Started By: Rocio Villarreal

Started On: 03/09/2011 02:29
PM

Final Approval Date: 03/10/2011

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323719
INVOICE DATE: 02/28/11

SIGN: _____
REQ# 156896
PO# 625925

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090502
FM 681 Project
From FM 2221/FM 492:
FM 681 to FM 364

Contract# C-09-192A-06-08 P.O.#625225

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of February 2011.						
13020-ROW Map/Sub	99,200.00	99,200.00		99,200.00	100.0	
15001-Surv.Plans&Des	16,611.68	15,781.10		15,781.10	95.0	830.58
15010-Field Srvy/Sub	30,940.00	29,393.00		29,393.00	95.0	1,547.00
15050-Outfall Sy/Sub	7,154.00	7,154.00		7,154.00	100.0	
16001-Rdwy Design	126,800.00	107,780.00	6,340.00	114,120.00	90.0	12,680.00
16102-Hydraulic Dsgn	20,000.00	17,000.00	1,000.00	18,000.00	90.0	2,000.00
16104-Outfall Dsgn	20,000.00	17,000.00	1,000.00	18,000.00	90.0	2,000.00
16201-Signing	10,000.00	8,500.00	500.00	9,000.00	90.0	1,000.00
16202-Pvmt Marking	8,000.00	6,800.00	400.00	7,200.00	90.0	800.00
16303-Signal/III	8,490.57	4,245.29	849.05	5,094.34	60.0	3,396.23
16230-Signal/III Sub	30,000.00	18,000.00		18,000.00	60.0	12,000.00
16302-Traf Cntrl Pln	15,000.00	14,250.00		14,250.00	95.0	750.00
16304-Irrigation	15,000.00	12,750.00	750.00	13,500.00	90.0	1,500.00
16306-Qty Specs	15,000.00	12,750.00	750.00	13,500.00	90.0	1,500.00
16307-Utilities	15,000.00	13,500.00		13,500.00	90.0	1,500.00
32001-Const. Mgnmt	14,433.96		447.45	447.45	3.1	13,986.51
60000-Row Acq. Admin	145,172.17	101,620.52		101,620.52	70.0	43,551.65
60100-Title Services	19,200.00	11,520.00		11,520.00	60.0	7,680.00
60200-Appraisal Srv	22,400.00				0.0	22,400.00
60220-Appr Svc/Sub	64,000.00				0.0	64,000.00
60300-Appraisal Rvw	13,600.00				0.0	13,600.00
60301-Apprais Update	4,500.00				0.0	4,500.00
60330-Appr Rev/Sub	12,000.00				0.0	12,000.00
60400-Parcel Negtion	112,000.00				0.0	112,000.00
60500-Clsng Srvs Fee	6,400.00				0.0	6,400.00
60600-Relocation Srv	6,000.00				0.0	6,000.00
60700-Land	18,283.02	18,283.02		18,283.02	100.0	
TOTALS:	875,185.40	515,526.93	12,036.50	527,563.43	60.3	347,621.97

16002-Rdwy Design	14,133.02	12,719.72		12,719.72	90.0	1,413.30
13021-ROW Map/Sub	4,150.00	4,150.00		4,150.00	100.0	
60700-Land	-18,283.02	-18,283.02		-18,283.02	100.0	

Supplemental #1

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323719
INVOICE DATE: 02/28/11
PAGE: 2

BILL TO: 08
 Hidalgo County Pct. #3
 P.O. Box 607
 Mission, TX 78572

JOB: 090502
 FM 681 Project
 From FM 2221/FM 492:
 FM 681 to FM 364

Contract# C-09-192A-06-08 P.O.#625225

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
TOTALS:	875,185.40	514,113.63	12,036.50	526,150.13	60.1	349,035.27

ORIGINAL CONTRACT SUM	\$	875,185.40
CHANGE BY CHANGE ORDER	\$	0.00
CONTRACT SUM TO DATE	\$	875,185.40
TOTAL COMPLETED TO DATE	\$	526,150.13
LESS PREVIOUS INVOICES	\$	514,113.63
CURRENT PAYMENT DUE	\$	12,036.50


 PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
mm ON *3/2/11*
 GOODS/SERVICES RECEIVED BY
Com Files ON *2/28/11*

1-1315-431-00-123-071-0-841

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323718
INVOICE DATE: 02/28/11

SIGN: _____
REQ# 156841
PO# 625224

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090501
FM 681
From FM 2221 to SH 107

Contract# C-09-192-06-08 P.O.#625224

<u>DESCRIPTION</u>	<u>CONTRACT</u>	<u>PREVIOUS APPLICATIONS</u>	<u>CURRENT COMPLETED</u>	<u>TOTAL COMPLETED</u>	<u>% COMPL</u>	<u>BALANCE TO FINISH</u>
Engineering services for the month of February 2011.						
13002-ROW Map	6,200.00	6,200.00		6,200.00	100.0	
13020-ROW Map/Sub	158,100.00	158,100.00		158,100.00	100.0	
15001-Surv.Plans&Des	677.32	643.45		643.45	95.0	33.87
15010-Field Srvy/Sub	65,748.00	62,460.60		62,460.60	95.0	3,287.40
15050-Outfall Sy Sub	15,204.00	15,204.00		15,204.00	100.0	
15060-Outfall Sy Sub	34,218.00	34,218.00		34,218.00	100.0	
16001-Rdwy Design	365,920.00	311,032.00	18,296.00	329,328.00	90.0	36,592.00
16102-Hydraulic Dsgn	40,000.00	34,000.00	2,000.00	36,000.00	90.0	4,000.00
16104-Outfall Dsgn	40,000.00	34,000.00	2,000.00	36,000.00	90.0	4,000.00
16201-Signing	20,000.00	17,000.00	1,000.00	18,000.00	90.0	2,000.00
16202-Pvmt Marking	16,000.00	13,600.00	800.00	14,400.00	90.0	1,600.00
16230- Signal/Illum	90,000.00	81,000.00		81,000.00	90.0	9,000.00
16302-Traf Cntrl Pln	30,000.00	28,500.00		28,500.00	95.0	1,500.00
16304-Irrigation	30,000.00	25,500.00	1,500.00	27,000.00	90.0	3,000.00
16306-Qty Specs	30,000.00	25,500.00	1,500.00	27,000.00	90.0	3,000.00
16307-Utilities	30,000.00	27,000.00	3,000.00	30,000.00	100.0	
32001-Const. Mgmt	22,075.47				0.0	22,075.47
60000-Row Acq. Admin	272,852.83	190,996.98		190,996.98	70.0	81,855.85
60100-Title Services	31,800.00	31,800.00		31,800.00	100.0	
60200-Appraisal Srv	37,100.00				0.0	37,100.00
60220-Appr Svc/Sub	106,000.00				0.0	106,000.00
60300-Appraisal Rvw	22,525.00				0.0	22,525.00
60301-Apprais Update	9,500.00				0.0	9,500.00
60330-Appr Rev/Sub	19,875.00				0.0	19,875.00
60400-Parcel Negtion	185,500.00				0.0	185,500.00
60500-Clsng Srvs Fee	10,600.00				0.0	10,600.00
60600-Relocation Srv	12,000.00				0.0	12,000.00
60700-Land	38,716.98	38,716.98		38,716.98	100.0	
TOTALS:	1,740,612.60	1,135,472.01	30,096.00	1,165,568.01	67.0	575,044.59

16002-Rdwy Dsg-2 Set	34,566.98	31,110.28		31,110.28	90.0	3,456.70
13021-ROW Map/Sub	4,150.00	4,150.00		4,150.00	100.0	
60700-Land	-38,716.98	-38,716.98		-38,716.98	100.0	
Supplemental #1						

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323718
INVOICE DATE: 02/28/11
PAGE: 2

BILL TO: 08

Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090501

FM 681
From FM 2221 to SH 107

Contract# C-09-192-06-08 P.O.#625224

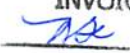
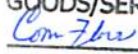
DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
TOTALS:	1,740,612.60	1,132,015.31	30,096.00	1,162,111.31	66.8	578,501.29

ORIGINAL CONTRACT SUM \$ 1,740,612.60
CHANGE BY CHANGE ORDER \$ 0.00
CONTRACT SUM TO DATE \$ 1,740,612.60
TOTAL COMPLETED TO DATE \$ 1,162,111.31
LESS PREVIOUS INVOICES \$ 1,132,015.31



PROJECT MANAGER'S SIGNATURE

CURRENT PAYMENT DUE \$ 30,096.00

INVOICE RECEIVED BY
 ON 3/2/11
GOODS/SERVICES RECEIVED BY
 ON 2/28/11

1-1315-431-00-123-070-0-841

AI-25670

8.D.

Requesting Approval of Invoice #11018

CC CONSENT

Date: 03/15/2011
 Submitted By: Rocio Villarreal, PURCHASING DEPT.
 Submitted For: Rocio Villarreal
 Department: PURCHASING DEPT.
 Agenda Category: Purchasing Department

Information

CAPTION

Acceptance and approval of request for payment on invoice No. 11018 in the amount of \$1,241.62 submitted by Javier Hinojosa Engineering, contracted project engineer for "Mile 4 North Rd (Tom Gill Rd west 6,300 LF)". C-09-176-04-28

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1336-431-00-123-080-0-731
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available funds in P.O. #632051 as of 3/10/11 is \$1,241.62.

Attachments

Link: [Invoice 11018](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/10/2011 10:35 AM	APRV
2	Budget & Management	Erika Zamora	03/10/2011 11:08 AM	APRV
3	Perla Lopez	Perla Lopez	03/10/2011 11:21 AM	APRV
4	Auditor's Office		03/10/2011 03:53 PM	NEW

Form Started By: Rocio Villarreal

Started On: 03/09/2011 02:06 PM

Final Approval Date: 03/10/2011

Javier Hinojosa Engineering
 416 E. Dove Avenue
 McAllen, TX 78504
 956/668-1588 Fax: 956/994-8102

SIGN: _____
 REQ# 16553 Invoice No. 11018
 PO# 6032051

Customer			Date: March 1, 2011
Name: Hidalgo County Precinct No. 3 Address: 724 N. Breyfogle City: Mission State: Texas Zip: 78572 Attention: Commissioner Joe M. Flores			
			Project Name: Mile 4 North Road (Tom Gill Road west 6,300 LF)


Description

Engineering services rendered for completion of the Preliminary Phase, Design Phase, R.O.W. Services Phase and completion of the Construction Phase for the paving improvements of Mile 4 North from Tom Gill Road west 6,300 linear feet).

P.O.#632051
 CONTRACT AMT. (Design): \$49,665.00
 CONTRACT AMT. (R.O.W. Services): \$27,500.00
 TOTAL CONTRACT AMOUNT: \$77,165.00

Scope of Services	Contract Amount	% Completed To Date	Total Due	Less Previous Payments	Amount Due This Request	Balance To Complete
Preliminary						
Phase 25%	\$12,416.25	100%	\$12,416.25	\$12,416.25	\$0.00	\$0.00
Design						
Phase 50%	\$24,832.50	100%	\$24,832.50	\$24,832.50	\$0.00	\$0.00
Construction						
Phase 25%	\$12,416.25	100%	\$12,416.25	\$11,174.63	\$1,241.62	\$0.00
R.O.W. Services						
Phase	\$27,500.00	100%	\$27,500.00	\$27,500.00	\$0.00	\$0.00
TOTAL	\$77,165.00	100%	\$77,165.00	\$75,923.38	\$1,241.62	\$0.00

TOTAL AMOUNT DUE THIS INVOICE: \$1,241.62

Submitted By:  Javier Hinojosa Engineering

Office Use Only

We Appreciate Your Business.

INVOICE RECEIVED BY NS ON 3/7/11
 GOODS/SERVICES RECEIVED BY Sullivan ON 3/1/11
 1-132-47-00-123-080-05731

**Invoice Payment-TEDSI Infrastructure Group
CC CONSENT**

Date: 03/15/2011
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Acceptance and approval of request for payment of Invoice#2010456 in the amount of \$130,320.00 from TEDSI Infrastructure Group under Contract #C-10-062-02-16-PO#636565-Work Authorization #1 for Professional General Engineering Services for the "Design and Right Of Way Mapping Of HCMDS Phase II-J-09 Lateral Drain Ditch from North Main Drain To County Road 3601 (Approx. 8 Miles) Project with authority for County Treasurer to issue payment after County Auditor's review and processing procedures are completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1341-431-50-115-079-0-711/733
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Funding available as of 3-10-11

Attachments

Link: [Invoice Documentation](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/10/2011 10:35 AM	APRV
2	Budget & Management	Erika Zamora	03/10/2011 11:07 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	03/10/2011 02:12 PM	APRV
4	Manuel Chapa	Manuel Chapa	03/10/2011 03:23 PM	APRV
5	Auditor's Office		03/10/2011 03:53 PM	NEW
Form Started By: Vangie Garcia			Started On: 03/09/2011 01:47 PM	
Final Approval Date: 03/10/2011				



TEDSI INFRASTRUCTURE GROUP

TEDSI

Consulting Engineers

1201 East Expressway 83 + Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022

January 19, 2011

Project No: 2010-1052-01

Invoice No: 2010456

Approved
Joe P. Garza, P.E.
03/02/11

Mr. Godfrey Garza, Jr., CFM
Hidalgo County Drainage District No. 1
902 N. Doolittle Rd.,
Edinburg, TX 78539

Project 2010-1052-01 HCMDS Phase II - J-09 Lateral Drain Ditch

cc: Commissioner Oscar L. Garza, Jr.

**Design and Right of Way Mapping of HCMDS Phase II - J-09 Lateral Drain Ditch
Work Authorization No. 1 - P. O. No. 636565**

Professional Services from December 1, 2010 to December 31, 2010

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Engineering Services	661,400.00	85.00	562,190.00	529,120.00	33,070.00 <i>5%</i>
Basic Topography Services	188,000.00	100.00	188,000.00	188,000.00	0.00
Control Points and Benchmarks	75,000.00	90.00	67,500.00	3,750.00	63,750.00 <i>Bench Marks</i>
ROW Parcels Donated	87,500.00	84.00	73,500.00	70,000.00	3,500.00 <i>1 Parcel</i>
ROW Parcels Purchased	75,000.00	100.00	75,000.00	45,000.00	30,000.00 <i>6 Parcel</i>
Total Fee	1,086,900.00		966,190.00	835,870.00	130,320.00
Total Fee				130,320.00	

Billing Summary

	Current	Prior	To-Date
Total Billings	130,320.00	835,870.00	966,190.00
Total Fee			1,086,900.00
Remaining Fee			120,710.00

Total this Invoice

\$130,320.00

[Signature]

Outstanding Invoices

Number	Date	Balance
2010357	10/28/10	103,195.00
2010381	11/15/10	33,070.00
2010412	12/14/10	56,070.00

HIDALGO COUNTY
SUBMITTED
FEB 25 2011
BY: ANA GARCIA
DRAINAGE DISTRICT #1

ANA

Project 2010-1052-01 HCMDS Phase II - J-09 Lateral Drain Ditch Invoice 2010456

Total 192,335.00

Total Now Due \$322,655.00

Authorized



Mark Lupher, P.E.

Date: 1-19-11

HIDALGO COUNTY
SUBMITTED

FEB 25 2011

BY: ANA GARCIA
DRAINAGE DISTRICT #1





TEDSI INFRASTRUCTURE GROUP

TEDSI

Consulting Engineers
1201 E. Expressway 83 • Mission, Texas 78572
(956) 424-7898

Letter of Transmittal

TO: Claudette Cavazos
Hidalgo County Drainage District No. 1
902 N. Doolittle Rd.
Edinburg, TX 78539

DATE:
February 24, 2011

REF.: HCMDS Phase II - J-09 Lateral Drain Ditch

TEDSI PROJECT NO.:
2010-1052-01

TRANSMITTED:

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> For Your Use | <input type="checkbox"/> Please comment | <input type="checkbox"/> Approved as Noted |
| <input checked="" type="checkbox"/> As Requested | <input type="checkbox"/> Reply ASAP | <input type="checkbox"/> As Noted Below |

VIA:

- | | | |
|----------------------------------|---|--|
| <input type="checkbox"/> US Mail | <input type="checkbox"/> Courier | <input checked="" type="checkbox"/> Hand Carry |
| <input type="checkbox"/> E-Mail | <input type="checkbox"/> LoneStar Overnight | <input type="checkbox"/> |

COPIES	DESCRIPTION
1	Original TEDSI Invoice No. 2010456
2	CD with 85% plans and latest parcels in .pdf format

REMARKS:

Received by: *Ana Garcia*
Delivered by: _____

Date/Time: *2/25/11 9:53*

HIDALGO COUNTY
SUBMITTED
FEB 25 2011
BY: ANA GARCIA
DRAINAGE DISTRICT #1

Signed: _____
Mark W. Lupher, P.E.

If enclosures are not as stated, please notify us.

**BCAP Application for Payment No.3 Aldamas I & II Subdivision Precinct No.2
CC CONSENT**

Date: 03/15/2011
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: Purchasing Department

Information

CAPTION

Approval of Application for Payment No. 3 in the amount of \$171,650.25 from Total Commitment, LLC contracted vendor for Aldamas I & II Subdivisions as reviewed and submitted by project engineer SAM Engineering & Surveying, Inc. (C-CAP-10-232-08-10).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 1 ACCT. #: 1-1312-431-00-122-937-0-841
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
P.O.# 649644 available balance is \$166,061.00

FISCAL YEAR: 1 ACCT. #: 1-1312-431-00-122-937-0-733
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
P.O.# 649644 available balance is \$92,635.50

Attachments

Link: [Application for Payment No.3 Aldamas I & II Subdivision](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	03/09/2011 01:02 PM	APRV
2	Purchasing Department	Marty Salazar	03/09/2011 01:09 PM	APRV
3	Budget & Management	Erika Zamora	03/09/2011 01:50 PM	APRV
4	Roland Garcia	Rolando Garcia	03/10/2011 10:02 AM	APRV
5	Auditor's Office		03/10/2011 03:53 PM	NEW

Form Started By: Marcie Jackson
Started On: 03/09/2011 11:42 AM

Final Approval Date: 03/10/2011

APPLICATION FOR PAYMENT NO. 3

To: Hidalgo County (OWNER)
 From: Total Commitment, LLC (CONTRACTOR)
 Contract: C-CAP-10-232-08-10
 Project: ALDAMAS I & II SUBDIVISIONS
 Owner's Contract No. C-CAP-10-232-08-10 Engineer's Project No. _____
 For Work accomplished through the date of: February 18, 2011

1. Original Contract Price:	\$ 376,612.50
2. Net change by Change Order and Written Agreements(+or-):	(+) \$ 20,250.00
3. Current Contract Price (1 plus 2):	\$ 396,862.50
4. Total completed and stored to date:	\$ 328,888.50
5. Retainage (per Agreement):	
<u>10%</u> of completed Work:	\$ 32,888.85
<u>0%</u> of stored material	
Total Retainage:	\$ 32,888.85
6. Total completed and stored to date less retainage (4 minus 5)	\$ 295,999.65
7. Less previous Application for Payments:	\$ 124,349.40
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	\$ 171,650.25

- Accompanying Documentation:
- * APPLICATION AND CERTIFICATION OF PAYMENT (A)
 - * SCHEDULE OF VALUES A/K/A 1257 / 1258
 - * ESTIMATE QUANTITY UPDATE WORKSHEET
 - * LIST OF SUPPLIERS AND SUB-CONTRACTORS
 - * PARTIAL WAIVER OF LIENS (SUB-CONTRACTORS / SUPPLIERS)
 - * Tx DOT FORM 252 CONTRACT TIME STATEMENT
 - * PARYROLL REPORT W / SIGNED WAGE FORM

REQ# 186323 P.O.# 649644
 1-1312-431-00-122-937-0-841 → \$106,937.00
 <-10,693.70> = \$96,243.30

REQ# 186323 P.O.# 649644
 1-1312-431-00-122-937-0-733 → \$83,785.50
 <-8,378.55> = \$75,406.95

CONTRACTOR'S Certification:
 The undersigned CONTRACTOR certifies that (1) all previous progress paym
 Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate
 obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 3
 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by
 this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and
 encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such
 Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with
 the Contract Documents and not defective.

Date 2/18/2011

State of Texas
 County of Hidalgo
 Subscribed and sworn to before me this 18th
 day of February, 2011

[Signature]
 Notary Public
 My Commission expires: 09-07-2012

TOTAL COMMITMENT, LLC
 CONTRACTOR

By: [Signature]
 Partner, President, or Member

VICTOR CHAVEZ
 Notary Public, State of Texas
 My Commission Expires
 September 07, 2012

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.
 Date 2/28/2011

SAM ENGINEERING & SURVEYING, INC.
 ENGINEER

By: [Signature]
 SAMUEL D. MALDONADO
 Exhibit E-C

INVOICE RECEIVED BY:
[Signature] ON 3/1/11

GOODS/SERVICES RECEIVED BY:
[Signature] ON 3/1/11

Total Commitment	Contractor Name
October 28, 2010	Starting Date
February 15, 2011	Project Ending Date
10%	Retainage Percent

Application No:	3
Application Date:	February 25, 2011
Period To:	February 25, 2011
Engineer Firm:	SAM Engineering & Surveying


Summary												
CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3C1080937	Aldamas Unit I & II Subd.	\$ 376,612.50	\$ 396,862.50	\$ 39,854.00	\$ 98,312.00	\$ 190,722.50	\$328,888.50	\$ 67,974.00	\$ 32,888.85	\$ 295,999.65	\$ 124,349.40	\$ 171,650.25
		\$ 376,612.50	\$ 396,862.50	\$ 39,854.00	\$ 98,312.00	\$ 190,722.50	\$328,888.50	\$ 67,974.00	\$ 32,888.85	\$ 295,999.65	\$ 124,349.40	\$ 171,650.25

TOTAL COMMITMENT 10/28/2010 2/15/2011 ALDAMAS I & II

Contractor Name Starting Date Project Ending Date Engineer's / County Project Description

Application No.: 3
 Application Date: 2/25/2011
 Period To: 2/25/2011
 Engineer's / County Project No.: C-CAP-10-232-08-10

No.	Item Code	Description	Unit	Original Rates	Original Schedule Value		Revised Rates	Revised Schedule Value		First Month		Second Month		Third Month		Balance To Finish					
					Quan	Dollars		Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
ROADWAY																					
1	100	PREPARING ROW	STA	\$ 500.00	29.72	14,860.00	\$ -	0.0	-	29.72	29.72	\$ 14,860.00	-	29.72	-	-	29.72	-	14,860.00	0	\$ -
2	152	6" ROAD GRADER WORK (DENS CONT.)SUBGR	SY	\$ 1.50	12,216.00	18,324.00	\$ -	0.0	-	0.00	0.00	\$ -	6,108.00	6,108.00	9,162.00	6,108.00	12,216.00	9,162.00	18,324.00	0	\$ -
3	247	8" FLEX BASE (COMPL IN PLC) (TY-D GR6 CL2)	SY	\$ 6.00	11,540.00	69,240.00	\$ -	0.0	-	0.00	0.00	\$ -	-	-	-	11,540.00	11,540.00	69,240.00	69,240.00	0	\$ -
4	260	LIME TREATMENT AT 3%	TONS	\$ 160.00	104.0	16,640.00	\$ -	0.0	-	0.00	0.00	\$ -	-	-	-	104.00	104.00	16,640.00	16,640.00	0	\$ -
5	310	ASPH MATRL (MC-30)	GAL	\$ 5.00	2,309.0	11,545.00	\$ -	0.0	-	0.00	0.00	\$ -	-	-	-	2,309.00	2,309.00	11,545.00	11,545.00	0	\$ -
6	340	1 1/2" HOT MIX ASPHALT CONC. TYPE -D	SY	\$ 6.00	9,854.0	59,124.00	\$ -	0.0	-	0.00	0.00	\$ -	-	-	-	-	-	-	-	9,854	\$ 59,124.00
7	500	MOBILIZATION	LS	\$ 1,000.00	1.0	1,000.00	\$ -	0.0	-	1.00	1.00	\$ 1,000.00	-	1.00	-	-	1.00	-	1,000.00	0	\$ -
8	502	BARRICADES, SIGN AND TRAFFIC HANDLING	MO	\$ 350.00	2.0	700.00	\$ -	0.0	-	1.00	1.00	\$ 350.00	-	1.00	-	1.00	2.00	350.00	700.00	0	\$ -
Total Roadway						\$ 191,433.00						\$ 16,210.00			\$ 9,162.00				\$ 132,309.00		\$ 59,124.00
DRAINAGE																					
9	530	DRIVEWAY (CONCRETE)	SY	\$ 29.25	838.0	24,511.50	\$ -	0.0	-	0.00	0.00	\$ -	-	-	-	838.00	838.00	24,511.50	24,511.50	0	\$ -
10	465	INLET (COMPLETE)(TYPE A)	EA	\$ 2,000.00	8.0	16,000.00	\$ -	0.0	-	4.00	0.00	\$ 8,000.00	4.00	4.00	8,000.00	-	8.00	-	16,000.00	0	\$ -
11	465	4' CONC. STORM MANHOLE	EA	\$ 2,100.00	6.0	12,600.00	\$ -	0.0	-	2.00	0.00	\$ 4,200.00	4.00	4.00	8,400.00	-	6.00	-	12,600.00	0	\$ -
12	506	TEMP SEDMTCONT FENCE	LF	\$ 2.00	6,000.0	12,000.00	\$ -	0.0	-	0.00	0.00	\$ -	2,000.00	2,000.00	4,000.00	4,000.00	6,000.00	8,000.00	12,000.00	0	\$ -
13	506	TEMP SEDMT CONT FENCE (REMOVE)	LF	\$ 0.50	6,000.0	3,000.00	\$ -	0.0	-	0.00	0.00	\$ -	-	-	-	6,000.00	6,000.00	3,000.00	3,000.00	0	\$ -
14	529	CONC CURB & GUTTER (18"X12")	LF	\$ 6.25	6,440.0	40,250.00	\$ -	0.0	-	0.00	0.00	\$ -	-	-	-	6,440.00	6,440.00	40,250.00	40,250.00	0	\$ -
15	529	VALLEY GUTTER	SY	\$ 36.00	34.0	1,224.00	\$ -	0.0	-	0.00	0.00	\$ -	-	-	-	34.00	34.00	1,224.00	1,224.00	0	\$ -
16	530	DRIVEWAY (ASPH CONC PAV) (PB-1)	SY	\$ 22.00	575.0	12,650.00	\$ -	0.0	-	0.00	0.00	\$ -	-	-	-	275.00	275.00	6,050.00	6,050.00	300	\$ 6,600.00
17	556	18" RCP STORM DRAIN CL III	LF	\$ 24.00	140.0	3,360.00	\$ -	0.0	-	72.00	0.00	\$ 1,728.00	68.00	68.00	1,632.00	-	140.00	-	3,360.00	0	\$ -
18	556	24" RCP STORM DRAIN CL III	LF	\$ 28.00	1,978.0	55,384.00	\$ -	0.0	-	272.00	0.00	\$ 7,616.00	1,706.00	1,706.00	47,768.00	-	1,978.00	-	55,384.00	0	\$ -
		OUT FALL EXCAVATION	CY	\$ 7.00	600.0	4,200.00	\$ -	0.0	-	300.00	0.00	\$ 2,100.00	300.00	300.00	2,100.00	-	600.00	-	4,200.00	0	\$ -
Total Drainage						\$ 185,179.50						\$ 23,644.00			\$ 71,900.00				\$ 178,579.50		\$ 6,600.00
TOTAL BASE AMOUNTS						\$ 376,612.50						\$ 39,854.00			\$ 81,062.00				\$ 310,888.50		\$ 65,724.00
19	CO#1	SANITARY SEWER SERVICE ADJUST.	EA	\$ -	0	-	\$ 750.00	27.0	\$ 20,250.00	0.00	0.00	\$ -	23.00	23.00	17,250.00	1.00	24.00	750.00	\$ 18,000.00	3	\$ 2,250.00
TOTAL BASE AMOUNT PLUS CO:						\$ 376,612.50						\$ 39,854.00			\$ 98,312.00				\$ 328,888.50		\$ 67,974.00

Samuel Maldonado
 Print Name

 Signature

2/28/2011
 Date



AI-25660

8.G.

Request approval of R. Gutierrez Engineering Corportion Invoices Contract #C-10-376-12-14

CC CONSENT

Date: 03/15/2011
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: Purchasing Department

Information

CAPTION

Pct. #2:
Requesting approval of payment(s) for R. Gutierrez Engieering Corporation for the following invoices:

INVOICE	DATE	PROJECT	PO #	AMOUNT
2918	01/06/2011	Pct.2 Administrative Offices	624632	\$11,500.00
2941	01/27/2011	Survey of Property on South I Road	635390	\$6,000.00
2951	02/04/2011	El Gato Road Project	647914	\$3,000.00
2952	02/07/2011	Tower Rd (Owassa to Sioux)	652343	\$7,200.00
2959	02/25/2011	LJ Drainage Boundary Survey Parcels	652914	\$4,200.00
2964	03/07/2011	Mornngside Off-Site Drainage Survey Parcels	648010	\$3,200.00

with authority for Auditor's to complete processing procedure and County Treasurer to issue payment.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-13XX-4XX-XX-122-0XX-0-720
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
INV. #2918 PO #624632 available balance \$11,500.00
* * * Varies Accounts * * *

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-122-006-0-719
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Inv. #2941 PO #635390 available balance is \$7,200.00

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-122-051-0-841
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Inv. #2951 PO #647914 available balance \$2,066.00

** PO Increase of \$934.00

FISCAL YEAR: 2011

ACCT. #: 1-1342-431-00-122-049-0-711

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Inv. #2952 PO #652343 available balance \$10,800.00

FISCAL YEAR: 2011

ACCT. #: 1-1342-431-00-122-038-0-711

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Inv. #2959 PO #652914 available balance \$4,800.00

FISCAL YEAR: 2011

ACCT. #: 1-1200-431-00-122-900-0-711

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Inv. #2964 PO #648010 available balance \$3,200.00

Attachments

Link: [Invoice #2918](#)

Link: [Invoice #2941](#)

Link: [Invoice #2951](#)

Link: [PO Increase El Gato](#)

Link: [Invoice #2952](#)

Link: [Invoice #2959](#)

Link: [Invoice #2964](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/10/2011 10:11 AM	APRV
2	Budget & Management	Erika Zamora	03/10/2011 11:06 AM	APRV
3	Roland Garcia	Rolando Garcia	03/10/2011 01:13 PM	APRV
4	Auditor's Office		03/10/2011 03:53 PM	NEW

Form Started By: Yolanda Cisneros
Started On: 03/09/2011 10:09 AM

Final Approval Date: 03/10/2011

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2918
Thursday, January 06, 2011

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG08.024L Pct. 2 Administrative Offices Civil Site Plan & Subdivision Plat

Project Manager: Luis Nava
Professional Services for the Period: 8/11/2010 to 12/31/2010

Billing Group: 01 Phased Fixed Fee

Civil Site Plan & Subdivision Plat

Contract #: C-08-381-09-16(WA#12)(PO#624632)

Billing Fee: \$47,500.00

<u>Phase</u>	<u>Phase Fee</u>	<u>Percent Complete</u>	<u>Fee Earned</u>	<u>Prior Billing</u>	<u>Current Fee</u>
Preliminary Engineering	20,000.00	100.00	20,000.00	20,000.00	0.00
Design Phase	12,000.00	100.00	12,000.00	12,000.00	0.00
Construction Phase	8,000.00	100.00	8,000.00	4,000.00	4,000.00
Subdivision Plat	7,500.00	100.00	7,500.00	0.00	7,500.00

Total Phases: \$11,500.00

INVOICE RECEIVED BY:

ddp/rama ON 01/11/2011

GOODS/SERVICES RECEIVED BY:

Hector Palacios ON 01/11/2011

Phase Billing Totals: \$11,500.00

Billing Group Subtotal: 11,500.00

Project Totals:

***** Total Project Invoice Amount:**

\$11,500.00



Ramiro Gutierrez
President

SEE ATTACHED ACCOUNT LIST

R. GUTIERREZ ENGINEERING CORPORATION

INVOICE #2918

PRECINCT NO.2 ADMINISTRATION OFFICE

1-1334-431-00-122-021-0-720	\$1,773.26
-----------------------------	------------

HEALTH CLINIC OFFICE

1-1334-431-00-122-041-0-720	\$3,567.41
-----------------------------	------------

WIC CLINIC OFFICE

1-1334-431-00-122-041-0-720	\$862.27
-----------------------------	----------

TAX OFFICE

1-1334-415-15-122-042-0-720	\$2,308.31
-----------------------------	------------

JP'S / CONSTABLES OFFICE

1-1336-412-00-122-043-0-720	\$2,988.75
-----------------------------	------------

R. Gutierrez Engineering Corporation

January 6, 2011

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

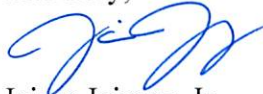
RE: Precinct 2 Administrative Offices Civil Site Plan & Subdivision Plat – Invoice
Project No: ENG08.024L

Dear Commissioner Palacios:

I am submitting an invoice for the above referenced project. We are 100% complete with this project.

If you have any questions, please call Ramiro or myself so that we may discuss them. You can call us at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,



Jaime Jaimez, Jr.
Accounting Manager

cc: Files

R. Gutierrez Engineering Corporation

Transmittal Form

TO: Comm. Palacios
Hidalgo County Pet. 2
Pharr, Tx 78577

FROM: Jaime Jaimez, Jr
 SUBJECT: Pet. 2 Admin Office Complex Schd.
 PROJECT NO.: Eng08.024L
 DATE: 1/10/11

WE ARE SENDING YOU ATTACHED UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

BLUEPRINTS PLANS SHOP DRAWINGS CD
 CHANGE ORDER SAMPLES PAYMENT REQUEST OTHER: INVOICE
 BID TABULATION CONTRACT DOCUMENTS RECORD DRAWINGS 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	1/6	Cover Letter
1	1/6	INVOICE No.

THESE ARE TRANSMITTED AS CHECKED BELOW:

FOR BIDS DUE APPROVED AS NOTED FOR YOUR RECORDS
 FOR APPROVAL APPROVED AS SUBMITTED FOR YOUR ACKNOWLEDGEMENT
 FOR YOUR USE RETURN FOR CORRECTIONS RESUBMIT FOR APPORVAL
 AS REQUESTED FOR FURTHER PROCESSING ON LOAN
 FOR REVIEW AND COMMENT FOR SIGNATURE OTHER

COMMENTS: _____

RECEIVED

JAN 11 2011

Copy Distribution: file Received by:

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2941
Thursday, January 27, 2011

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG09.022f Survey of Property on South I Road

Project Manager: Ramiro Gutierrez
Professional Services for the Period: 1/1/2011 to 1/27/2011

Billing Group: 01 Phased Fixed Fee

Boundary Survey and Phase I ESA

Contract #: C-09-419-10-27(WA#6)(PO#643936)


<u>Phase</u>	<u>Phase Fee</u>	<u>Percent Complete</u>	<u>Fee Earned</u>	<u>Prior Billing</u>	<u>Current Fee</u>
Boundary Survey	2,400.00	100.00	2,400.00	2,400.00	0.00
Phase I ESA	6,000.00	100.00	6,000.00	0.00	6,000.00
Total Phases:					\$6,000.00
Phase Billing Totals:					\$6,000.00
Billing Group Subtotal:					6,000.00

PO # <u>635390</u>
<u>1-1200-431-00-122-006-0-719</u>
Req # <u>169968</u>

Project Totals:

***** Total Project Invoice Amount:**

\$6,000.00



Ramiro Gutierrez
President

INVOICE RECEIVED BY:
 ON 1/28/2011
GOODS/SERVICES RECEIVED BY:
 ON 1/28/2011

R. Gutierrez Engineering Corporation

January 27, 2011

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: Survey of Property on South I Road and Pecina Road - Invoice # 2941
ENG09.022f

Dear Commissioner Palacios:

I am submitting an invoice for the above referenced project. We have completed the Phase I
ESA and have submitted it to the Right-of-Way Department.

If you have any questions, please call Ramiro or myself so that we may discuss them. You can
call us at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,



Jaime Jaimez, Jr.
Accounting Manager

cc: File

INVOICE RECEIVED BY:

Dga Benma ON 1/28/2011

GOODS/SERVICES RECEIVED BY:

Hector Palacios ON 1/28/2011

R. Gutierrez Engineering Corporation

Transmittal Form

TO: Commissioner Palacios
Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577

FROM: Jaime Jaimez, Jr.
SUBJECT: Survey of property on South I Road
PROJECT NO.: ENG09.022f
DATE: January 28, 2011

WE ARE SENDING YOU ATTACHED UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

BLUEPRINTS PLANS SHOP DRAWINGS CD
 CHANGE ORDER SAMPLES PAYMENT REQUEST OTHER: INVOICE
 BID TABULATION CONTRACT DOCUMENTS RECORD DRAWINGS 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	1/27/2011	Invoice No. 2941
1	1/27/2011	Cover Letter

THESE ARE TRANSMITTED AS CHECKED BELOW:

FOR BIDS DUE APPROVED AS NOTED FOR YOUR RECORDS
 FOR APPROVAL APPROVED AS SUBMITTED FOR YOUR ACKNOWLEDGEMENT
 FOR YOUR USE RETURN FOR CORRECTIONS RESUBMIT FOR APPORVAL
 AS REQUESTED FOR FURTHER PROCESSING ON LOAN
 FOR REVIEW AND COMMENT FOR SIGNATURE OTHER

COMMENTS: _____

RECEIVED

JAN 28 2011

Copy Distribution: file Received by: _____

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2951
Friday, February 04, 2011

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

**Project: ENG09.022a El Gato Road
Alamo Rd - Tower Rd**

Project Manager: Luis Nava
Professional Services for the Period: 1/1/2011 to 1/31/2011

Billing Group: 01 Phased Fixed Fee

Part I (Alamo Road - Alamo City Limits)(Approx. 0.25 mi)

Contract #: C-09-419-10-27(WA#1)(PO#647914)

<u>Phase</u>	<u>Phase Fee</u>	<u>Percent Complete</u>	<u>Fee Earned</u>	<u>Prior Billing</u>	<u>Current Fee</u>
Preliminary Engineering	25,575.00	100.00	25,575.00	25,575.00	0.00
Right-of-Way Map	18,000.00	100.00	18,000.00	15,000.00	3,000.00
Plans, Specifications & Estimate	12,787.00	90.00	11,508.00	11,508.00	0.00
Construction Services	12,787.00	0.00	0.00	0.00	0.00
Total Phases:					\$3,000.00

Billing Fee: \$69,149.00

Phase Billing Totals: \$3,000.00


PO # <u>647914</u> <u>1-1200-431-00-122-051-0-841</u> Req # <u>184188</u>

Billing Group Subtotal: 3,000.00

Project Totals:

*** Total Project Invoice Amount:

\$3,000.00



Ramiro Gutierrez
President

INVOICE RECEIVED BY:

Olga Palma ON 2-8-2011
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 2-8-2011

R. Gutierrez Engineering Corporation

El Gato Road

Parcel List (City of Alamo)(Part I)

PARCEL No.	OWNER	ADDRESS	LEGAL DESCRIPTION	PARCELS SUBMITTED TO H.C.R.O.W. DEPT.		INVOICE NO.
				YES	NO	
1	Lou Anne Stiers Bell and Cindy Stiers Nordmeyer		Lot 5, Block 28, Alamo Land & Sugar Company's Subdivision	X		2880
2	Lou Anne Stiers Bell and Cindy Stiers Nordmeyer		Lot 5, Block 28, Alamo Land & Sugar Company's Subdivision	X		2909
3	Lou Anne Stiers Bell and Cindy Stiers Nordmeyer		Lot 5, Block 28, Alamo Land & Sugar Company's Subdivision	X		2909
4	Kormeier & Jackson, A Texas General Partnership		Lot 12, Block 28, Alamo Land & Sugar Company's Subdivision	X		2909
4b	City of Alamo		Lot 12, Block 28, Alamo Land & Sugar Company's Subdivision	X		2951
5	Villa de Media Luna, Ltd.		Lot 12, Block 28, Alamo Land & Sugar Company's Subdivision	X		2909

Parcel List (Hidalgo County)(Part II)

PARCEL No.	OWNER	ADDRESS	LEGAL DESCRIPTION	PARCELS SUBMITTED TO H.C.R.O.W. DEPT.		INVOICE NO.
				YES	NO	
6	Gary H. Palmer and Michael S. Palmer		Lot 5, Block 28, Alamo Land & Sugar Company's Subdivision	X		2910
7	Sandoval Julian and Martha Sandoval		Lot 9, Block 29, Alamo Land & Sugar Company's Subdivision	X		2910
8	David Martinez, Jr.		Lot 9, Block 29, Alamo Land & Sugar Company's Subdivision	X		2910
9	Joaquin Hernandez and Dan Juana Irma Hernandez		Lot 9, Block 29, Alamo Land & Sugar Company's Subdivision	X		2910
10	Macario & Amanda Mireles		Lot 7, Block 29, Alamo Land & Sugar Company's Subdivision	X		2879
11	Trinidad Mireles		Lot 7, Block 29, Alamo Land & Sugar Company's Subdivision	X		2879
12	Trinidad Mireles		Lot 7, Block 29, Alamo Land & Sugar Company's Subdivision	X		2879

**HIDALGO COUNTY
PROFESSIONAL ENGINEERING SERVICES
CONTRACT #C-09-419-10-27
WORK AUTHORIZATION NO. 1**

**EXHIBIT D
FEE ESTIMATE - REVISED**

TASK	PART I - CONTRACT AMOUNT	PART II - CONTRACT AMOUNT	COMBINED TOTAL - CONTRACT
Basis for Engineering Fee based on Article 5A of Contract			
Project Estimated Construction Cost	\$487,138	\$639,877	\$1,127,015
Engineering Services Fee (8% of Construction Cost)	\$38,971	\$51,190	\$90,161
Topographic Survey Services Fee (2.5% of Construction Cost)	\$12,178	\$15,997	\$28,175
Basic Fee (Prelim Eng, Design & Construction Services Fee)	\$51,149	\$67,187	\$118,337
PART I - PRELIMINARY ENGINEERING (50% of Basic Fee)	\$25,575	\$33,593	\$59,168
TOPOGRAPHIC SURVEY (50% of Prelim Eng Fee)	\$12,787	\$16,797	\$29,584
SCHEMATIC DESIGN (50% of Prelim Eng Fee)	\$12,787	\$16,797	\$29,584
SUB-TOTAL (Prelim Eng Fee)	\$25,575	\$33,593	\$59,168
PART II - RIGHT-OF-WAY MAP (Add'l Services)	\$18,000	\$21,000	\$39,000
OBTAIN TITLE REPORTS (Est 13 Parcels) (@ \$600.00/Parcel)	\$3,600	\$4,200	\$7,800
DEVELOP PARCELS & R.O.W. MAP (Est 13 Parcels) (@ \$2,400.00/Parcel)	\$14,400	\$16,800	\$31,200
SUB-TOTAL (R.O.W. Map Fee)	\$18,000	\$21,000	\$39,000
PART IV - PLANS, SPECIFICATIONS & ESTIMATE (25% of Basic Fee)	\$12,787	\$16,797	\$29,584
30% Plans Submittal (30% of PS&E Fee)	\$3,836	\$5,039	\$8,875
60% Plans Submittal (30% of PS&E Fee)	\$3,836	\$5,039	\$8,875
90% Plans Submittal (30% of PS&E Fee)	\$3,836	\$5,039	\$8,875
100% Plans Submittal (10% of PS&E Fee)	\$1,279	\$1,680	\$2,958
SUB-TOTAL (PS&E Fee)	\$12,787	\$16,797	\$29,584
PART V - CONSTRUCTION SERVICES (25% of Basic Fee)	\$12,787	\$16,797	\$29,584
Construction Services	\$12,787	\$16,797	\$29,584
SUB-TOTAL (Construction Services Fee)	\$12,787	\$16,797	\$29,584
TOTAL	\$69,149	\$88,187	\$157,336

R. Gutierrez Engineering Corporation

February 7, 2011

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
300 W. Hall Acres, Suite G
Pharr, TX 78577

RE: El Gato Road – Invoices
ENG09.022a

Dear Commissioner Palacios:

I am submitting an invoice for the above referenced project. We have completed all 6 parcels of the Right-of-Way Map phase for Part I. These parcels have been submitted to the Right of Way Department.

If you have any questions, please call Ramiro or myself so that we may discuss them. You can call us at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,



Jaime Jaimez, Jr.
Accounting Manager

Attachments

cc: File

R. Gutierrez Engineering Corporation

Transmittal Form

TO: Commissioner Palacios
Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577

FROM: Jaime Jaimez, Jr.
SUBJECT: El Gato Road
PROJECT NO.: ENG09.022a
DATE: February 7, 2011

WE ARE SENDING YOU ATTACHED UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

BLUEPRINTS PLANS SHOP DRAWINGS CD
 CHANGE ORDER SAMPLES PAYMENT REQUEST OTHER: INVOICE
 BID TABULATION CONTRACT DOCUMENTS RECORD DRAWINGS 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	2/7/2011	Cover Letter
1	2/4/2011	Invoice No. 2951
1	-	Parcel List
1	-	Revised Fee Estimate

THESE ARE TRANSMITTED AS CHECKED BELOW:

FOR BIDS DUE APPROVED AS NOTED FOR YOUR RECORDS
 FOR APPROVAL APPROVED AS SUBMITTED FOR YOUR ACKNOWLEDGEMENT
 FOR YOUR USE RETURN FOR CORRECTIONS RESUBMIT FOR APPROVAL
 AS REQUESTED FOR FURTHER PROCESSING ON LOAN
 FOR REVIEW AND COMMENT FOR SIGNATURE OTHER

COMMENTS: _____

RECEIVED

Copy Distribution: file

JAN 08 2011

Received by:

Yolanda Cisneros

PURCHASE ORDER INCREASE COUNTY OF HIDALGO

Department: Hidalgo County Precinct #2
 Contact Name: Yoli Cisneros
 Telephone # (956) 787-1891

Purchase Order Number: 647914
 Increase # 02 for this Purchase Order
 Procurement Method:

TO: Vendor Number: 234443
 Vendor Name: R. Gutierrez Engineering
 Address: 130 E. Park Ave.
Pharr, Texas 78577

- Contract # C-09-419-10-27
- Cooperative Awarded Vendor
(TBPC State Award, TCPN, TASB-Buyboard)
- Quotes over \$1,000.00 (verbal quotes)
- Quotes over \$5,000.00
(attach written quotes)

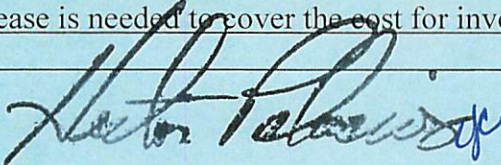
Increase Purchase Order for the following items:

Quantity	UOM	Description	Unit Price	Amount
		<i>Amount of Original Purchase Order</i>		\$133,336.00
1	Each	Right - of - Way Map Services	\$934.00	\$934.00
<p>AFTER APPROVAL SEND COPY TO COUNTY AUDITOR'S OFFICE TO THE ATTENTION OF <u>LUPITA GARZA</u></p>				
		<i>Amount of Increase Request</i>		\$934.00
		TOTAL AMOUNT		\$146,270.00

COPY

Account Number: **1-1200-431-00-122-051-0-841**

Reason: Increase is needed to cover the cost for invoice #2951 placed on CCM 03/15/2011 AI-25660

Authorization: 
 Department Head

March 9, 2011
 Date

Reviewed by: _____
 Purchasing Department

 Date

Approved By: _____
 Purchasing Agent

 Date

Approved By: _____
 Hidalgo County Auditor

 Date

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2952
Monday, February 07, 2011

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG10.101 Tower Road (Owassa to Sioux) Boundary Surveying

Project Manager: Ramiro Gutierrez
Professional Services for the Period: 1/1/2011 to 1/31/2011

Billing Group: 01 Phased Fixed Fee

Boundary Surveying

Contract #: C-10-376-12-14(WA#1)(PO#652343)

Billing Fee: \$10,800.00

<u>Phase</u>	<u>Phase Fee</u>	<u>Percent Complete</u>	<u>Fee Earned</u>	<u>Prior Billing</u>	<u>Current Fee</u>
Boundary Surveying	10,800.00	66.67	7,200.00	0.00	7,200.00
Total Phases:					\$7,200.00

PO #652343 REQ.# 189228

Phase Billing Totals: \$7,200.00

1-1342-431-00-122-049-0-711

Billing Group Subtotal: 7,200.00

Project Totals:

***** Total Project Invoice Amount:**

\$7,200.00



Ramiro Gutierrez
President

INVOICE RECEIVED BY:

 ON: 2-8-2011

GOODS/SERVICES RECEIVED BY:

 ON: 2-8-2011

R. Gutierrez Engineering Corporation

February 7, 2011

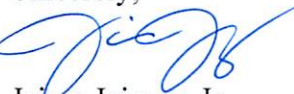
Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
300 W. Hall Acres
Suite G
Pharr, TX 78577

RE: Tower Road Survey Parcels – Invoice
ENG10.101

Dear Commissioner Palacios:

I am submitting an invoice for the above referenced project. We have completed 4 boundary survey parcels for this project and they have been submitted to the Right of Way Department.

If you have any questions, please call Ramiro or myself so that we may discuss them. You can call us at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,

Jaime Jaimez, Jr.
Accounting Manager

Attachments

cc: File

R. Gutierrez Engineering Corporation

Transmittal Form

TO: Commissioner Palacios
Hidalgo County Precinct No. 2
300 W. Hall Acres, Suite G
Pharr, TX 78577

FROM: Jaime Jaimez, Jr.
SUBJECT: Tower Road Parcel Surveys
PROJECT NO.: ENG10.101
DATE: February 7, 2011

WE ARE SENDING YOU ATTACHED UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

BLUEPRINTS PLANS SHOP DRAWINGS CD
 CHANGE ORDER SAMPLES PAYMENT REQUEST OTHER: INVOICE
 BID TABULATION CONTRACT DOCUMENTS RECORD DRAWINGS 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	2/7/2011	Cover Letter
1	2/7/2011	Invoice No. 2952

THESE ARE TRANSMITTED AS CHECKED BELOW:

FOR BIDS DUE APPROVED AS NOTED FOR YOUR RECORDS
 FOR APPROVAL APPROVED AS SUBMITTED FOR YOUR ACKNOWLEDGEMENT
 FOR YOUR USE RETURN FOR CORRECTIONS RESUBMIT FOR APPORVAL
 AS REQUESTED FOR FURTHER PROCESSING ON LOAN
 FOR REVIEW AND COMMENT FOR SIGNATURE OTHER

COMMENTS: _____

RECEIVED

Copy Distribution: file Received by: Gloria Cisneros

JAN 08 2011



R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2959
Friday, February 25, 2011

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG10.102 LJ Drainage Boundary Survey Parcels

Project Manager: Ramiro Gutierrez
Professional Services for the Period: 1/25/2011 to 2/25/2011

Billing Group: 01 Phased Fixed Fee

Boundary Survey Parcels

Contract #: C-10-376-12-14(WA#2)(PO#652914)

Billing Fee: \$4,800.00

<u>Phase</u>	<u>Phase Fee</u>	<u>Percent Complete</u>	<u>Fee Earned</u>	<u>Prior Billing</u>	<u>Current Fee</u>
Boundary Survey	3,600.00	100.00	3,600.00	0.00	3,600.00
Title Reports	1,200.00	50.00	600.00	0.00	600.00
Total Phases:					\$4,200.00

Phase Billing Totals: \$4,200.00

PO#652914 REQ.# 189937

1-1342-431-00-122-038-O-711

Billing Group Subtotal: 4,200.00

Project Totals:

***** Total Project Invoice Amount:**

\$4,200.00



Ramiro Gutierrez
President

INVOICE RECEIVED BY:

ON 3-2-2011
GOODS/SERVICES RECEIVED BY:

ON 3-2-2011

R. Gutierrez Engineering Corporation

February 25, 2011

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
300 W. Hall Acres
Suite G
Pharr, TX 78577

RE: LJ Drainage Boundary Survey Parcels – Invoice
ENG10.102

Dear Commissioner Palacios:

I am submitting an invoice for the above referenced project. We have completed 2 boundary survey parcels for this project and they have been submitted to the Right of Way Department.

If you have any questions, please call Ramiro or myself so that we may discuss them. You can call us at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,



Jaime Jaimez, Jr.
Accounting Manager

Attachments

cc: File

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2964
Monday, March 07, 2011

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG09.022h Morningside Off-Site Drianage Survey Parcels

Project Manager: Ramiro Gutierrez
Professional Services for the Period: 3/1/2011 to 3/7/2011

Billing Group: 01 Phased Fixed Fee
Survey Parcels

Contract #: C-09-419-10-27(WA#8)(PO#648010)

		Billing Fee:			\$3,200.00
<u>Phase</u>	<u>Phase Fee</u>	<u>Percent Complete</u>	<u>Fee Earned</u>	<u>Prior Billing</u>	<u>Current Fee</u>
Boundary Survey	2,400.00	100.00	2,400.00	0.00	2,400.00
Title Report	800.00	100.00	800.00	0.00	800.00
		Total Phases:			\$3,200.00
		Phase Billing Totals:			\$3,200.00

Billing Group Subtotal: 3,200.00

Project Totals:

***** Total Project Invoice Amount: \$3,200.00**



Ramiro Gutierrez
President

PO # 648010
L-1200-431-00-122-900-0-711
Req # 184479

INVOICE RECEIVED BY:

GOODS/SERVICES RECEIVED BY:

Jeanette Bell ON 3/8/11
Hector Palacios ON 3/7/11

R. Gutierrez Engineering Corporation

March 7, 2011

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
300 W. Hall Acres
Suite G
Pharr, TX 78577

RE: Morningside Off-Site Drainage Survey Parcels – Invoice
ENG09.022h

Dear Commissioner Palacios:

I am submitting an invoice for the above referenced project. We have completed the boundary survey parcel for this project and have submitted it to the Right of Way Department.

If you have any questions, please call Ramiro or myself so that we may discuss them. You can call us at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,



Jaime Jaimez, Jr.
Accounting Manager

Attachments

cc: File

R. Gutierrez Engineering Corporation

Transmittal Form

TO: Commissioner Palacios
Hidalgo County Precinct No. 2
300 W. Hall Acres, Suite G
Pharr, TX 78577

FROM: Jaime Jaimez, Jr.
SUBJECT: Morningside Off-Site Drainage Parcel Survey
PROJECT NO.: ENG09.022h
DATE: March 7, 2011

WE ARE SENDING YOU ATTACHED UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

<input type="checkbox"/> BLUEPRINTS	<input type="checkbox"/> PLANS	<input type="checkbox"/> SHOP DRAWINGS	<input type="checkbox"/> CD
<input type="checkbox"/> CHANGE ORDER	<input type="checkbox"/> SAMPLES	<input type="checkbox"/> PAYMENT REQUEST	<input checked="" type="checkbox"/> OTHER: INVOICE
<input type="checkbox"/> BID TABULATION	<input type="checkbox"/> CONTRACT DOCUMENTS	<input type="checkbox"/> RECORD DRAWINGS	<input type="checkbox"/> 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	3/7/2011	Cover Letter
1	3/7/2011	Invoice No. 2964

THESE ARE TRANSMITTED AS CHECKED BELOW:

- | | | |
|---|--|---|
| <input type="checkbox"/> FOR BIDS DUE | <input type="checkbox"/> APPROVED AS NOTED | <input type="checkbox"/> FOR YOUR RECORDS |
| <input type="checkbox"/> FOR APPROVAL | <input type="checkbox"/> APPROVED AS SUBMITTED | <input type="checkbox"/> FOR YOUR ACKNOWLEDGEMENT |
| <input type="checkbox"/> FOR YOUR USE | <input type="checkbox"/> RETURN FOR CORRECTIONS | <input type="checkbox"/> RESUBMIT FOR APPORVAL |
| <input type="checkbox"/> AS REQUESTED | <input checked="" type="checkbox"/> FOR FURTHER PROCESSING | <input type="checkbox"/> ON LOAN |
| <input type="checkbox"/> FOR REVIEW AND COMMENT | <input type="checkbox"/> FOR SIGNATURE | <input type="checkbox"/> OTHER |

COMMENTS: _____

Copy Distribution: file

Received by: 

Authority to Utilize Cooperative vendors & misc leases

CC CONSENT

Date: 03/15/2011
Submitted By: Tanya Delira, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

1.Cooperative Agreements

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 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. Detention Facility/Jail:

a.Requesting authority to enter into a 36-month new copier (capital) lease through our membership/participation with (TPASS) Texas Procurement and Support Services awarded vendor, Xerox Corporation contract 985-L2 with authorized dealer Dahill through requisition thru the following requisitions;

Requisition	Model	Location	Monthly Lease	Account Number
190513	WC5745	Administration	\$221.49	1-1100-423-21-280-002-0-780
190515	WC5745	Records	\$221.49	1-1100-423-21-280-002-0-780
190517	WC5745	Infirmary	\$221.49	1-1100-423-21-280-002-0-780
190519	WC5745	Kitchen	\$221.49	1-1100-423-21-280-002-0-780
190521	WC5745	Releasing Hall	\$221.49	1-1100-423-21-280-002-0-780
190523	WC5745	Classifications	\$221.49	1-1100-423-21-280-002-0-780
190524	WC3550X	Public Information	\$ 71.45	1-1100-423-21-280-002-0-780

3.Sheriffs:

a.Requesting authority to enter into a 36-month new copier (capital) lease through our membership/participation with (TPASS) Texas Procurement and Support Services awarded vendor, Xerox Corporation contract 985-L2 with authorized dealer Dahill through requisition thru the following requisitions;

Requisition	Model	Location	Monthly Lease	Account Number
191075	WC5775PT	Central Records	\$406.80	1-1100-421-00-280-001-0-780

191349	WC5765	Academy	\$340.80	1-1100-421-00-280-001-0-780
191351	WC5765PT	Patrol Squad Room	\$340.80	1-1100-421-00-280-001-0-780
191352	WC5745PT	Budget Office	\$221.49	1-1100-421-00-280-001-0-780
191353	WC5745PT	Civil & Warrants	\$221.49	1-1100-421-00-280-001-0-780
191355	WC5745PT	CID	\$221.49	1-1100-421-00-280-001-0-780
191356	WC5745PT	Exetutive Office	\$221.49	1-1100-421-00-280-001-0-780

b. Requesting authority to enter into an annual software renewal agreement with AFIX Technologies, Inc. for the Hidalgo County Sheriff's Department through the following requisition #191447 in the total amount of \$6,975.00 effective 05/27/2011 - 5/26/2012.

4. Elections:

a. Requesting authority to purchase an ArcGIS Publisher Single Use License with (ESRI) Environmental Systems Research Institution thru our membership/participation with (DIR) Department of Information Resources thru contract # 1637 for the Elections Department through requisition #190361 with one year maintenance effective upon approval.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1100-423-21-280-002-0-780

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Item 2:

Funding available as of 3-10-11

FISCAL YEAR: 2011

ACCT. #: 1-1100-421-00-280-001-0-780

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Item 3a:

Funding available as of 3-10-11

FISCAL YEAR: 2011

ACCT. #: 1-1100-421-00-280-001-0-336

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Item 3b:

Requisition#191447 has available \$6,975.00 as of 3-10-11 for Afix Technologies Inc.

FISCAL YEAR: 2011

ACCT. #: 1-1283-414-00-130-010-8-747

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Item 4:

Requisition#190361 has available \$2,057.00 as of 3-10-11 for ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE

Attachments

Link: [Revised](#)

Link: [Xerox](#)

Link: [Afix](#)

Link: [ESRI](#)

Link: [Requisition 190361](#)

Link: [Esri quote](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/10/2011 10:31 AM	APRV
2	Budget & Management	Erika Zamora	03/10/2011 11:05 AM	APRV
3	Manuel Chapa	Manuel Chapa	03/10/2011 01:44 PM	APRV
4	Auditor's Office		03/10/2011 03:53 PM	NEW

Form Started By: Tanya Delira
Started On: 03/08/2011 02:34 PM

Final Approval Date: 03/10/2011

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	355-10	11/1/2010 - 10/31/2013
	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	1 st Choice Restaurant Equip. & Supply	Commercial Refrigerators, Freezers, Merchandisers, ice makers/dispensers	740-A1	5/2010-03/2011
9/7/2010	Alaven Pharmaceutical, LLC	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-8/31/2011
	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	3/2010-8/31/2011
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	3/2010-8/31/2011
	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
3/7/2011	Impact Recovery Systems, Inc.	Traffic Control Devices, Markers, Delineators	550-A2	10/2010-8/2013
	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	3/2010-8/31/2011
	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
	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
	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- 3/2011
	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 3/15/2011	*Environmental Systems Res. Institution*	Software 1/5/2011 Product and Services	492 1637	3/3/2011-3/3/2015
	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	7/8/2013
	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	1/25/2008-5/3/2011
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
	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	9/20/2002-1/31/2016
	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	12/27/2004-11/30/2015
	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	7/5/2007-7/31/2015
	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	8/26/2002-04/30/2011
	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	1032609	3/26/2011
		Computer Equipment, Components & Peripherals	1072309	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	1/31/2013
	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	12/31/2011
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
2/22/2011	Quill.com	Office Supplies & School Products	R-4945	2/28/2010-2/28/2015
	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 Missouri 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

Requisition
HIDALGO COUNTY JAIL

Req # 00190513

PO #

Date: 02/22/11

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 JAIL
701 EL CIBOLO RD
EDINBURG Tx 78539

Contact: VRODRIGUEZ
956-393-6023

Contract No: SMARTBUY 985 L2

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		PLEASE CONTACT BALDO GONZALEZ @ DAHILL PH: 956-624-2668 DO NOT DUPLICATE ORDER		
1.00		NEW COPY MACHINE 36 MONTHS LEASE FOR ADMINISTRATION (JAIL)		.00
9.00	MONTH	98513140016 STANDARD XEROX WC5745 DIGITAL COPIER (45PPM) OFFICE FINISHER-STAPLE 4 PAPER TRAYS BYPASS TRAY DADF-DOC FEEDER	.00	.00
9.00	MONTH	98513140024- 36 MONTH LEASE	178.63	1,607.67
9.00	MONTH	98513140032 - PRINT CONTROLLER	42.86	385.74
		<u>Account No</u>	<u>Encumbrance</u>	
		1-1100-423-21-280-002-0-780	1,993.41	
			Freight	.00
			Total	1,993.41
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

EXCLUSIVE DAHILL PROPOSAL

FOR

State of Texas TPASS

Contract# 985-L2

County of Hidalgo Sheriff's Office

February 28, 2011

PREPARED BY:

Baldomero Gonzalez

Account Manager

956-283-8800

XEROX & SHARP BUSINESS PRODUCTS



County of Hidalgo Sheriff's Department — Jail

Classifications

Admin/Records/Infirmary/Kitchen/Release Hall

Xerox Workcenter 5745 (45cpm)

Standard: Office finisher with stapling, 4 paper trays, bypass tray, duplexing

985-13-14001-6	Installation Unit Xerox 5745	\$0.00
985-13-14002-4	36-Month Lease	\$178.63
985-13-14003-2	Print Controller	\$42.86
	Monthly Lease (each unit)	\$221.49

Includes 300,000 B&W copies per year; overages billed at \$0.0091 each

OR 80

Purchase Price (each unit) **\$8,197.00**

Service: \$150.00 per month with 300,000 copies per year; overages billed at \$0.0091 each

Public Information

Xerox Workcenter 3550X (25cpm)

Standard: 360MHZ Processor, 256MB, 60-Sheet Doc Feeder, 2-500 Sheet Paper Tray

985-13-02001-0	Installation Unit Xerox 3550X	\$0.00
985-13-02200-8	36-Month Lease	\$64.61
985-13-02210-7	Stand	\$6.84
	Monthly Lease (each unit)	\$71.45

Includes 120,000 B&W copies per year; overages billed at \$0.0131 each

OR 80

Purchase Price (each unit) **\$1,397.00**

Service: \$60.00 per month with 120,000 copies per year; overages billed at \$0.0131 each

All service options include service, toner, parts and staples



Requisition
HIDALGO COUNTY JAIL

Req # 00190515

PO #

Date: 02/22/11

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 JAIL
701 EL CIBOLO RD
EDINBURG Tx 78539

Contact: VRODRIGUEZ
956-393-6023

Contract No: SMARTBUY 985 L2

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		PLEASE CONTACT BALDO GONZALEZ @ DAHILL PH: 956-624-2668 DO NOT DUPLICATE ORDER		
1.00		NEW COPY MACHINE 36 MONTHS LEASE FOR RECORDS (JAIL)		.00
9.00	MONTH	98513140016 STANDARD XEROX WC5745-DIGITAL COPIER (45PPM) OFFICE FINISHER-STAPLE 4 PAPER TRAYS BYPASS TRAY DADF-DOC FEEDER	.00	.00
9.00	MONTH	98513140024 - 36 MONTH LEASE	178.63	1,607.67
9.00	MONTH	98513140032 - PRINT CONTROLLER (COMMODITY CODE # 98513140032)	42.86	385.74
		Account No	<u>Encumbrance</u>	
		1-1100-423-21-280-002-0-780	1,993.41	
			Freight	.00
			Total	1,993.41
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

EXCLUSIVE DAHILL PROPOSAL

FOR

State of Texas TPASS

Contract# 985-L2

County of Hidalgo Sheriff's Office

February 28, 2011

PREPARED BY:

Baldomero Gonzalez

Account Manager

956-283-8800

XEROX & SHARP BUSINESS PRODUCTS



County of Hidalgo Sheriff's Department — Jail

Classifications

Admin/Records/Infirmary/Kitchen/Release Hall

Xerox Workcenter 5745 (45cpm)

Standard: Office finisher with stapling, 4 paper trays, bypass tray, duplexing

985-13-14001-6	Installation Unit Xerox 5745.....	\$0.00
985-13-14002-4	36-Month Lease.....	\$178.63
985-13-14003-2	Print Controller.....	\$42.86
	Monthly Lease (each unit).....	\$221.49

Includes 300,000 B&W copies per year; overages billed at \$0.0091 each

03'00

Purchase Price (each unit)..... \$8,197.00

Service: \$150.00 per month with 300,000 copies per year; overages billed at \$0.0091 each

Public Information

Xerox Workcenter 3550X (25cpm)

Standard: 360MHZ Processor, 256MB, 60-Sheet Doc Feeder, 2-500 Sheet Paper Tray

985-13-02001-0	Installation Unit Xerox 3550X.....	\$0.00
985-13-02200-8	36-Month Lease.....	\$64.61
985-13-02210-7	Stand.....	\$6.84
	Monthly Lease (each unit).....	\$71.45

Includes 120,000 B&W copies per year; overages billed at \$0.0131 each

03'00

Purchase Price (each unit)..... \$1,397.00

Service: \$60.00 per month with 120,000 copies per year; overages billed at \$0.0131 each

All service options include service, toner, parts and staples



Requisition
HIDALGO COUNTY JAIL

Req # 00190517

PO #

Date: 02/22/11

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 JAIL
701 EL CIBOLO RD
EDINBURG Tx 78539

Contact: VRODRIGUEZ
956-393-6023

Contract No: SMARTBUY 985 L2

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		PLEASE CONTACT BALDO GONZALEZ @ DAHILL PH: 956-624-2668 DO NOT DUPLICATE ORDER		
1.00		NEW COPY MACHINE 36 MONTHS LEASE FOR INFIRMARY (JAIL)		.00
9.00	MONTH	98513140016 STANDARD XEROX WC5745-DIGITAL COPIER (45PPM) OFFICER FINISHER-STAPLE 4 PAPER TRAYS BYPASS TRAY DADF-DOC FEEDER	.00	.00
9.00	MONTH	98513140024 - 36 MONTH LEASE	178.63	1,607.67
9.00	MONTH	98513140032 - PRINT CONTROLLER	42.86	385.74
		<u>Account No</u>	<u>Encumbrance</u>	
		1-1100-423-21-280-002-0-780	1,993.41	
			Freight	.00
			Total	1,993.41
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

EXCLUSIVE DAHILL PROPOSAL

FOR

State of Texas TPASS

Contract# 985-L2

County of Hidalgo Sheriff's Office

February 28, 2011

PREPARED BY:

Baldomero Gonzalez

Account Manager

956-283-8800

XEROX & SHARP BUSINESS PRODUCTS



County of Hidalgo Sheriff's Department — Jail

Classifications

Admin/Records/Infirmary/Kitchen/Release Hall

Xerox Workcenter 5745 (45cpm)

Standard: Office finisher with stapling, 4 paper trays, bypass tray, duplexing

985-13-14001-6	Installation Unit Xerox 5745.....	\$0.00
985-13-14002-4	36-Month Lease.....	\$178.63
985-13-14003-2	Print Controller.....	\$42.86
	Monthly Lease (each unit).....	\$221.49

Includes 300,000 B&W copies per year; overages billed at \$0.0091 each

OR 80

Purchase Price (each unit)..... \$8,197.00

Service: \$150.00 per month with 300,000 copies per year; overages billed at \$0.0091 each

Public Information

Xerox Workcenter 3550X (25cpm)

Standard: 360MHZ Processor, 256MB, 60-Sheet Doc Feeder, 2-500 Sheet Paper Tray

985-13-02001-0	Installation Unit Xerox 3550X.....	\$0.00
985-13-02200-8	36-Month Lease.....	\$64.61
985-13-02210-7	Stand.....	\$6.84
	Monthly Lease (each unit).....	\$71.45

Includes 120,000 B&W copies per year; overages billed at \$0.0131 each

OR 80

Purchase Price (each unit)..... \$1,397.00

Service: \$60.00 per month with 120,000 copies per year; overages billed at \$0.0131 each

All service options include service, toner, parts and staples



Requisition
HIDALGO COUNTY JAIL

Req # 00190519

PO #

Date: 02/22/11

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 JAIL
701 EL CIBOLO RD
EDINBURG Tx 78539

Contact: VRODRIGUEZ
956-393-6023

Contract No: SMARTBUY 985 L2

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		PLEASE CONTACT BALDO GONZALEZ @ DAHILL PH: 956-624-2668 DO NOT DUPLICATE ORDER		
1.00		NEW COPY MACHINE 36 MONTHS LEASE FOR KITCHEN (JAIL)		.00
9.00	MONTH	98513140016 STANDARD XEROX WC5745-DIGITAL COPIER (45PPM) OFFICE FINISHER-STAPLE 4 PAPER TRAYS BYPASS TRAY DADF-DOC FEEDER	.00	.00
9.00	MONTH	98513140024 - 36 MONTH LEASE	178.63	1,607.67
9.00	MONTH	98513140032 - PRINT CONTROLLER	42.86	385.74
		<u>Account No</u>	<u>Encumbrance</u>	
		1-1100-423-21-280-002-0-780	1,993.41	
			Freight	.00
			Total	1,993.41
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

EXCLUSIVE DAHILL PROPOSAL

FOR

State of Texas TPASS

Contract# 985-L2

County of Hidalgo Sheriff's Office

February 28, 2011

PREPARED BY:

Baldomero Gonzalez

Account Manager

956-283-8800

XEROX & SHARP BUSINESS PRODUCTS



County of Hidalgo Sheriff's Department — Jail

Classifications

Admin/Records/Infirmary/Kitchen/Release Hall

Xerox Workcenter 5745 (45cpm)

Standard: Office finisher with stapling, 4 paper trays, bypass tray, duplexing

985-13-14001-6	Installation Unit Xerox 5745.....	\$0.00
985-13-14002-4	36-Month Lease.....	\$178.63
985-13-14003-2	Print Controller.....	\$42.86
	Monthly Lease (each unit).....	\$221.49

Includes 300,000 B&W copies per year; overages billed at \$0.0091 each

CR 80

Purchase Price (each unit)..... \$8,197.00

Service: \$150.00 per month with 300,000 copies per year; overages billed at \$0.0091 each

Public Information

Xerox Workcenter 3550X (25cpm)

Standard: 360MHZ Processor, 256MB, 60-Sheet Doc Feeder, 2-500 Sheet Paper Tray

985-13-02001-0	Installation Unit Xerox 3550X.....	\$0.00
985-13-02200-8	36-Month Lease.....	\$64.61
985-13-02210-7	Stand.....	\$6.84
	Monthly Lease (each unit).....	\$71.45

Includes 120,000 B&W copies per year; overages billed at \$0.0131 each

CR 80

Purchase Price (each unit)..... \$1,397.00

Service: \$60.00 per month with 120,000 copies per year; overages billed at \$0.0131 each

All service options include service, toner, parts and staples



Requisition
HIDALGO COUNTY JAIL

Req # 00190521

PO #

Date: 02/22/11

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 JAIL
701 EL CIBOLO RD
EDINBURG Tx 78539

Contact: VRODRIGUEZ
956-393-6023

Contract No: SMARTBUY 985 L2

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		PLEASE CONTACT BALDO GONZALEZ @ DAHILL PH: 956-624-2668 DO NOT DUPLICATE ORDER		
1.00		NEW COPY MACHINE 36 MONTHS LEASE FOR RELEASING HALL (JAIL)		.00
9.00	MONTH	98513140016 STANDARD XEROX WC5745 DIGITAL COPIER (45PPM)	.00	.00
		OFFICE FINISHER-STAPLE 4 PAPER TRAYS BYPASS TRAY DADF-DOC FEEDER		
9.00	MONTH	98513140024 - 36 MONTH LEASE	178.63	1,607.67
9.00	MONTH	98513140032 - PRINT CONTROLLER	42.86	385.74
		<u>Account No</u>	<u>Encumbrance</u>	
		1-1100-423-21-280-002-0-780	1,993.41	
			Freight	.00
			Total	1,993.41
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

EXCLUSIVE DAHILL PROPOSAL

FOR

State of Texas TPASS

Contract# 985-L2

County of Hidalgo Sheriff's Office

February 28, 2011

PREPARED BY:

Baldomero Gonzalez

Account Manager

956-283-8800

XEROX & SHARP BUSINESS PRODUCTS



County of Hidalgo Sheriff's Department — Jail

Classifications

Admin/Records/Infirmary/Kitchen/Release Hall

Xerox Workcenter 5745 (45cpm)

Standard: Office finisher with stapling, 4 paper trays, bypass tray, duplexing

985-13-14001-6	Installation Unit Xerox 5745.....	\$0.00
985-13-14002-4	36-Month Lease.....	\$178.63
985-13-14003-2	Print Controller.....	\$42.86
	Monthly Lease (each unit)	\$221.49

Includes 300,000 B&W copies per year; overages billed at \$0.0091 each

OR 80

Purchase Price (each unit)..... \$8,197.00

Service: \$150.00 per month with 300,000 copies per year; overages billed at \$0.0091 each

Public Information

Xerox Workcenter 3550X (25cpm)

Standard: 360MHZ Processor, 256MB, 60-Sheet Doc Feeder, 2-500 Sheet Paper Tray

985-13-02001-0	Installation Unit Xerox 3550X.....	\$0.00
985-13-02200-8	36-Month Lease.....	\$64.61
985-13-02210-7	Stand.....	\$6.84
	Monthly Lease (each unit)	\$71.45

Includes 120,000 B&W copies per year; overages billed at \$0.0131 each

OR 80

Purchase Price (each unit)..... \$1,397.00

Service: \$60.00 per month with 120,000 copies per year; overages billed at \$0.0131 each

All service options include service, toner, parts and staples



Requisition
HIDALGO COUNTY JAIL

Req # 00190523

PO #

Date: 02/22/11

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 JAIL
701 EL CIBOLO RD
EDINBURG Tx 78539

Contact: VRODRIGUEZ
956-393-6023

Contract No: SMARTBUY 985 L2

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		PLEASE CONTACT BALDO GONZALEZ @ DAHILL PH: 956-624-2668 DO NOT DUPLICATE ORDER		
1.00		NEW COPY MACHINE 36 MONTH LEASE FOR CLASSIFICATIONS (JAIL)		.00
9.00	MONTH	98513140016 STANDARD XEROX WC5745- DIGITAL COPIER (45PPM) OFFICE FINISHER-STAPLE 4 PAPER TRAYS BYPASS TRAY DADF-FEEDER	.00	.00
9.00	MONTH	98513140024 - 36 MONTH LEASE	178.63	1,607.67
9.00	MONTH	98513140032 - PRINT CONTROLLER	42.86	385.74
		Account No	Encumbrance	
		1-1100-423-21-280-002-0-780	1,993.41	
			Freight	.00
			Total	1,993.41
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

EXCLUSIVE DAHILL PROPOSAL

FOR

State of Texas TPASS

Contract# 985-L2

County of Hidalgo Sheriff's Office

February 28, 2011

PREPARED BY:

Baldomero Gonzalez

Account Manager

956-283-8800

XEROX & SHARP BUSINESS PRODUCTS



County of Hidalgo Sheriff's Department — Jail

Classifications

Admin/Records/Infirmary/Kitchen/Release Hall

Xerox Workcenter 5745 (45cpm)

Standard: Office finisher with stapling, 4 paper trays, bypass tray, duplexing

985-13-14001-6	Installation Unit Xerox 5745	\$0.00
985-13-14002-4	36-Month Lease	\$178.63
985-13-14003-2	Print Controller	\$42.86
	Monthly Lease (each unit)	\$221.49

Includes 300,000 B&W copies per year; overages billed at \$0.0091 each

02 0 80

Purchase Price (each unit) **\$8,197.00**

Service: \$150.00 per month with 300,000 copies per year; overages billed at \$0.0091 each

Public Information

Xerox Workcenter 3550X (25cpm)

Standard: 360MHZ Processor, 256MB, 60-Sheet Doc Feeder, 2-500 Sheet Paper Tray

985-13-02001-0	Installation Unit Xerox 3550X	\$0.00
985-13-02200-8	36-Month Lease	\$64.61
985-13-02210-7	Stand	\$6.84
	Monthly Lease (each unit)	\$71.45

Includes 120,000 B&W copies per year; overages billed at \$0.0131 each

02 0 80

Purchase Price (each unit) **\$1,397.00**

Service: \$60.00 per month with 120,000 copies per year; overages billed at \$0.0131 each

All service options include service, toner, parts and staples



Requisition
HIDALGO COUNTY JAIL

Req # 00190524

PO #

Date: 02/22/11

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 JAIL
701 EL CIBOLO RD
EDINBURG Tx 78539

Contact: VRODRIGUEZ
956-393-6023

Contract No: SMARTBUY 985 L2

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		PLEASE CONTACT BALDO GONZALEZ @ DAHILL PH: 956-624-2668 DO NOT DUPLICATE ORDER		
1.00		NEW COPY MACHINE 36 MONTHS LEASE FOR PUBLIC INFORMATION (JAIL)		.00
9.00	MONTH	98513020010 STANDARD XEROX WC3550X-DIGITAL COPIER (25PPM) 360 MHZ PROCESSOR 256MB OF MEMORY 60 SHEET DOC. FEEDER 2-500 SHEET PAPER TRAY	.00	.00
9.00	MONTH	985130022008 - 36- MONTH LEASE	64.61	581.49
9.00	MONTH	98513022107 - STAND	6.84	61.56
		<u>Account No</u>	<u>Encumbrance</u>	
		1-1100-423-21-280-002-0-780	643.05	
			Freight	.00
			Total	643.05
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

EXCLUSIVE DAHILL PROPOSAL

FOR

State of Texas TPASS

Contract# 985-L2

County of Hidalgo Sheriff's
Office

February 28, 2011

PREPARED BY:

Baldomero Gonzalez

Account Manager

956-283-8800

XEROX & SHARP BUSINESS PRODUCTS



County of Hidalgo Sheriff's Department — Jail

Classifications

Admin/Records/Infirmary/Kitchen/Release Hall

Xerox Workcenter 5745 (45cpm)

Standard: Office finisher with stapling, 4 paper trays, bypass tray, duplexing

985-13-14001-6	Installation Unit Xerox 5745.....	\$0.00
985-13-14002-4	36-Month Lease.....	\$178.63
985-13-14003-2	Print Controller.....	\$42.86

Monthly Lease (each unit) \$221.49

Includes 300,000 B&W copies per year; overages billed at \$0.0091 each

OR 80

Purchase Price (each unit)..... \$8,197.00

Service: \$150.00 per month with 300,000 copies per year; overages billed at \$0.0091 each

Public Information

Xerox Workcenter 3550X (25cpm)

Standard: 360MHZ Processor, 256MB, 60-Sheet Doc Feeder, 2-500 Sheet Paper Tray

985-13-02001-0	Installation Unit Xerox 3550X.....	\$0.00
985-13-02200-8	36-Month Lease.....	\$64.61
985-13-02210-7	Stand.....	\$6.84

Monthly Lease (each unit) \$71.45

Includes 120,000 B&W copies per year; overages billed at \$0.0131 each

OR 80

Purchase Price (each unit)..... \$1,397.00

Service: \$60.00 per month with 120,000 copies per year; overages billed at \$0.0131 each

All service options include service, toner, parts and staples



Requisition
SHERIFF'S LAW ENFORMENT FACILITY

Req # 00191075

PO #

Date: 03/02/11

Bill To: x
x

Vendor: 42129
 XEROX CORPORATION
 P.O. BOX 650361
 PNC BANK
 1200 E CAMPBELL, STE 108
 RICHARDSON TX 75081

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
 711 EL CIBOLO RD.
 EDINBURG TX 78539

Contact: MYRA MONTOYA
 956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		SMARTBUY 985-L2 DO NOT DUPLICATE ORDER		
1.00		OPEN PURCHASE ORDER FOR 36 MONTH LEASE FOR COPY MACHINE LOCATED IN CENTRAL RECORDS		.00
1.00		XEROX COPY MACHINE, (COMMODITY CODE: 98513440010), ITEM# WC5775PT		.00
		XEROX WC5775- DIGITAL COPIER (75 PPM) 4 PAPER TRAYS 1 BYPASS TRAY DADF-DOC FEEDER OFFICE FINISHER 4,000 SHEET HIGH CAPACITY TRAY OPTION: PRINT CONTROLLER 3 HOLE PUNCH		
9.00	MONTH	36 MONTH LEASE (COMMODITY CODE; 98513440036)	350.35	3,153.15
9.00	MONTH	3 HOLE PUNCH (COMMODITY CODE: 98513440150)	2.10	18.90
9.00	MONTH	PRINT CONTROLLER (COMMODITY CODE: 9851344051)	54.35	489.15
		<u>Account No</u>	<u>Encumbrance</u>	
		1-1100-421-00-280-001-0-780	3,661.20	
			Freight	.00
			Total	3,661.20
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

County of Hidalgo Sheriff's Department (Administration)

Central Records

March 1, 2011

PROPOSED EQUIPMENT

98513440010	Xerox WC5775PT	\$ 0.00
98513440036	36 Month Lease	350.35
98513440150	3 Hole Punch	2.10
98513440051	Print Controller	<u>54.35</u>
		406.80

Cash Price.....\$10,995.00

TPASS Includes: 720,000 B&W Copies a Year w/ Overages @ 0.0039

Purchase Service is: \$234.00/Month w/ 720,000 B&W Copies a Year w/
Overages @ 0.0039

Both proposals covers: service, toner, parts & staples

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00191349

PO #

Date: 03/07/11

Bill To: x
x

Vendor : 42129
XEROX CORPORATION
P.O. BOX 650361
PNC BANK
1200 E CAMPBELL, STE 108
RICHARDSON TX 75081

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: MYRA MONTOYA
956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00		SMART BUY 985-L2 DO NOT DUPLICATE ORDER		
9.00	MONTH	OPEN PURCHASE ORDER FOR 36 MONTH LEASE FOR COPY MACHINE LOCATED IN ACADEMY XEROX COPY MACHINE, ITEM# WC5765PT (COMMODITY CODE: 98513350011)	.00	.00
9.00	MONTH	XEROX WC5765-DIGITAL COPIER (65 PPM) 4 PAPER TRAYS 1 BYPASS TRAYS DADF-DOC FEEDER OFFICE FINISHER 4,000 SHEET HIGH CAPACITY TRAY OPTION; PRINT CONTROLLER 3 HOLE PUNCH		
9.00	MONTH	36 MONTH LEASE (COMMODITY CODE: 98513350029)	284.35	2,559.15
9.00	MONTH	3 HOLE PUNCH KIT (COMMODITY CODE: 98513350151)	2.10	18.90
9.00	MONTH	PRINT CONTROLLER (COMMODITY CODE: 98513350052)	54.35	489.15
		Account No	Encumbrance	
		1-1100-421-00-280-001-0-780	3,067.20	
			Freight	.00
			Total	3,067.20
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

County of Hidalgo Sheriff's Department (Administration)

Standard

March 1, 2011

PROPOSED EQUIPMENT

Xerox WC5765-Digital Copier (65ppm)

4 Paper Trays

1 Bypass Trays

DADF-Doc Feeder

Office Finisher

4,000 Sheet High Capacity Tray

Option:

Print Controller

3 Hole Punch



County of Hidalgo Sheriff's Department—Admin

Academy and Patrol Squad Room

Xerox Workcenter 5765 (65cpm)

985-13-35001-1	Installation Unit Xerox 5765	\$0.00
985-13-35002-9	36-Month Lease	\$284.35
985-13-35015-1	3-Hole Punch	\$2.10
985-13-35005-2	Print Controller	\$54.35
	Monthly Lease (each unit)	\$340.80

Includes 360,000 B&W copies per year; overages billed at \$0.0039 each

OR 50

Purchase Price (each unit) \$10,795.00

Service: \$117.00 per month with 360,000 copies per year; overages billed at \$0.0039 each

All service options include service, toner, parts and staples

March 4, 2011

dahill

A Xerox Company

Requisition
SHERIFF'S LAW ENFORMENT FACILITY

Req # 00191351

PO #

Date: 03/07/11

Bill To: x
x

Vendor: 42129
 XEROX CORPORATION
 P.O. BOX 650361
 PNC BANK
 1200 E CAMPBELL, STE 108
 RICHARDSON TX 75081

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
 711 EL CIBOLO RD.
 EDINBURG TX 78539

Contact: MYRA MONTOYA
 956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00		SMARTBUY 985L2 DO NOT DUPLICATE ORDER		
9.00	MONTH	OPEN PURCHASE ORDER FOR 36 MONTH LEASE FOR COPY MACHINE LOCATED IN PATROL SQUAD ROOM XEROX COPY MACHINE, ITEM# WC5765PT, (COMMODITY CODE: 98513350011) XEROX WC5765- DIGITAL COPIER (65 PPM) 4 PAPER TRAYS 1 BY PASS TRAYS DADF-DOC FEEDER OFFICE FINISHER 4,000 SHEET HIGH CAPACITY TRAY OPTION: PRINT CONTROLLER 3 HOLE PUNCH	.00	.00
9.00	MONTH	36 MONTH LEASE (COMMODITY CODE: 98513350029)	284.35	2,559.15
9.00	MONTH	3 HOLE PUNCH KIT (COMMODITY CODE: 98513350151)	2.10	18.90
9.00	MONTH	PRINT CONTROLLER (COMMODITY CODE: 98513350052)	54.35	489.15
		<u>Account No</u>	<u>Encumbrance</u>	
		1-1100-421-00-280-001-0-780	3,067.20	
			Freight	.00
			Total	3,067.20
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

EXCLUSIVE DAHILL PROPOSAL

FOR

State of Texas TPASS

Contract# 985-L2

County of Hidalgo Sheriff's Office
(Administration)

March 1, 2011

PREPARED BY:

Baldomero Gonzalez

Account Manager

956-283-8800

XEROX & SHARP BUSINESS PRODUCTS

County of Hidalgo Sheriff's Department (Administration)

Academy

March 1, 2011

PROPOSED EQUIPMENT

98513350011	Xerox WC5765PT	\$ 0.00
98513350029	36 Month Lease	284.35
98513350151	3 Hole Punch Kit	2.10
98513350052	Print Controller	<u>54.35</u>
		340.80

Cash Price.....\$10,795.00

TPASS Includes: 360,000 B&W Copies a Year w/ Overages @ 0.0039

Purchase Service is: \$117.00/Month w/ 360,000 B&W Copies a Year w/
Overages @ 0.0039

Both proposals covers: service, toner, parts & staples

Requisition
SHERIFF'S LAW ENFORMENT FACILITY

Req # 00191352

PO #

Date: 03/07/11

Bill To: x
x

Vendor : 42129
 XEROX CORPORATION
 P.O. BOX 650361
 PNC BANK
 1200 E CAMPBELL, STE 108
 RICHARDSON TX 75081

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
 711 EL CIBOLO RD.
 EDINBURG TX 78539

Contact: MYRA MONTOYA
 956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		SMARTBUY 985-L2 DO NOT DUPLICATE ORDER		
1.00		OPEN PURCHASE ORDER FOR 36 MONTH LEASE FOR COPY MACHINE LOCATED IN BUDGET OFFICE		.00
9.00	MONTH	XEROX COPY MACHINE, ITEM# WC5745PT, (COMMODITY CODE: 98513140016) XEROX WC5745- DIGITAL COPIER (45 PPM) 4 PAPER TRAYS 1 BYPASS TRAYS DADF- DOC FEEDER OFFICE FINISHER OPTION: PRINT CONTROLLER	.00	.00
9.00	MONTH	36 MONTH LEASE (COMMODITY CODE: 98513140024)	178.63	1,607.67
9.00	MONTH	PRINT CONTROLLER (COMMODITY CODE: 98513140032)	42.86	385.74
		<u>Account No</u>	<u>Encumbrance</u>	
		1-1100-421-00-280-001-0-780	1,993.41	
			Freight	.00
			Total	1,993.41
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

County of Hidalgo Sheriff's Department (Administration)

Standard

March 1, 2011

PROPOSED EQUIPMENT

Xerox WC5745-Digital Copier (45ppm)

4 Paper Trays

1 Bypass Trays

DADF-Doc Feeder

Office Finisher

Option:

Print Controller

County of Hidalgo Sheriff's Department (Administration)

Executive Office

March 1, 2011

PROPOSED EQUIPMENT

98513140016	Xerox WC5745PT	\$ 0.00
98513140024	36 Month Lease	178.63
98513140032	Print Controller	<u>42.86</u>
		221.49

Cash Price.....\$8,197.00

TPASS Includes: 300,000 B&W Copies a Year w/ Overages @ 0.0091

Purchase Service is: \$150.00/Month w/ 300,000 B&W Copies a Year w/
Overages @ 0.0091

Both proposals covers: service, toner, parts & staples

Requisition
SHERIFF'S LAW ENFORMENT FACILITY

Req # 00191353

PO #

Date: 03/07/11

Bill To: x
x

Vendor: 42129
 XEROX CORPORATION
 P.O. BOX 650361
 PNC BANK
 1200 E CAMPBELL, STE 108
 RICHARDSON TX 75081

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
 711 EL CIBOLO RD.
 EDINBURG TX 78539

Contact: MYRA MONTOYA
 956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		SMARTBUY 985-L2		
		DO NOT DUPLICATE ORDER		
1.00		OPEN PURCHASE ORDER FOR 36 MONTH LEASE FOR COPY MACHINE LOCATED IN CIVIL & WARRANTS		.00
9.00	MONTH	XEROX COPY MACHINE, ITEM# WC5745PT, (COMMODITY CODE: 98513140016)	.00	.00
		XEROX WC5745- DIGITAL COPIER (45 PPM)		
		4 PAPER TRAYS		
		1 BYPASS TRAYS		
		DADF-DOC FEEDER		
		OFFICE FINISHER		
		OPTION: PRINT CONTROLLER		
9.00	MONTH	36 MONTH LEASE (COMMODITY CODE: 98513140024)	178.63	1,607.67
9.00	MONTH	PRINT CONTROLLER (COMMODITY CODE: 98513140032)	42.86	385.74
		<u>Account No</u>	<u>Encumbrance</u>	
		1-1100-421-00-280-001-0-780	1,993.41	
			Freight	.00
			Total	1,993.41
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

EXCLUSIVE DAHILL PROPOSAL

FOR

State of Texas TPASS

Contract# 985-L2

County of Hidalgo Sheriff's Office
(Administration)

March 1, 2011

PREPARED BY:

Baldomero Gonzalez

Account Manager

956-283-8800

XEROX & SHARP BUSINESS PRODUCTS

County of Hidalgo Sheriff's Department (Administration)

Civil Warrants

March 1, 2011

PROPOSED EQUIPMENT

98513140016	Xerox WC5745PT	\$ 0.00
98513140024	36 Month Lease	178.63
98513140032	Print Controller	<u>42.86</u>
		221.49
Cash Price.....		\$8,197.00

TPASS Includes: 300,000 B&W Copies a Year w/ Overages @ 0.0091

Purchase Service is: \$150.00/Month w/ 300,000 B&W Copies a Year w/
Overages @ 0.0091

Both proposals covers: service, toner, parts & staples

Requisition
SHERIFF'S LAW ENFORMENT FACILITY

Req # 00191355

PO #

Date: 03/07/11

Bill To: x
x

Vendor: 42129
XEROX CORPORATION
P.O. BOX 650361
PNC BANK
1200 E CAMPBELL, STE 108
RICHARDSON TX 75081

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: MYRA MONTOYA
956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00		SMARTBUY 985-L2 DO NOT DUPLICATE ORDER		
9.00	MONTH	OPEN PURCHASE ORDER FOR 36 MONTH LEASE FOR COPY MACHINE LOCATED IN CID XEROX COPY MACHINE, ITEM3 WC5745PT, (COMMODITY CODE: 98513140016) XEROX WC5745- DIGITAL COPIER 945 PPM) 4 PAPER TRAYS 1 BYPASS TRAYS DADF-DOC FEEDER OFFICE FINISHER OPTION: PRINT CONTROLLER	.00	.00
9.00	MONTH	36 MONTH LEASE (COMMODITY CODE: 98513140024)	178.63	1,607.67
9.00	MONTH	PRINT CONTROLLER (COMMODITY CODE: 98513140032)	42.86	385.74
		<u>Account No</u>	<u>Encumbrance</u>	
		1-1100-421-00-280-001-0-780	1,993.41	
			Freight	.00
			Total	1,993.41
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

EXCLUSIVE DAHILL PROPOSAL

FOR

State of Texas TPASS

Contract# 985-L2

County of Hidalgo Sheriff's Office

February 28, 2011

PREPARED BY:

Baldomero Gonzalez
Account Manager
956-283-8800

XEROX & SHARP BUSINESS PRODUCTS



County of Hidalgo Sheriff's Department — Admin

Executive Office/CID/Civil & Warrants/Budget Office

Xerox Workcenter 5745 (45cpm)

Standard: Office finisher with stapling, 4 paper trays, bypass tray, duplexing

985-13-14001-6 Installation Unit Xerox 5745 \$0.00

985-13-14002-4 36-Month Lease \$178.63

Includes 300,000 B&W copies per year; overages billed at \$0.0091 each

Option:

985-13-14003-2 Print Controller \$42.86

03 20

Purchase Price (each unit) \$8,197.00

Service: \$150.00 per month with 300,000 copies per year; overages billed at \$0.0091 each

All service options include service, toner, parts and staples



Requisition
SHERIFF'S LAW ENFORMENT FACILITY

Req # 00191356

PO #

Date: 03/07/11

Bill To: x
x

Vendor: 42129
 XEROX CORPORATION
 P.O. BOX 650361
 PNC BANK
 1200 E CAMPBELL, STE 108
 RICHARDSON TX 75081

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
 711 EL CIBOLO RD.
 EDINBURG TX 78539

Contact: MYRA MONTOYA
 956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00		SMARTBUY 985-L2		
		DO NOT DUPLICATE ORDER		
		OPEN PURCHASE ORDER FOR 36 MONTH LEASE FOR COPY MACHINE LOCATED IN EXECUTIVE OFFICE		.00
9.00	MONTH	XEROX COPY MACHINE, ITEM# WC5745PT, (COMMODITY CODE: 98513140016)	.00	.00
		XEROX WC5745- DIGITAL COPIER (45 PPM)		
		4 PAPER TRAYS		
		1 BYPASS TRAYS		
		DADF-DOC FEEDER		
		OFFICE FINISHER		
		OPTION: PRINT CONTROLLER		
9.00	MONTH	36 MONTH LEASE (COMMODITY CODE: 98513140024)	178.63	1,607.67
9.00	MONTH	PRINT CONTROLLER 9COMMODITY CODE; 98513140032)	42.86	385.74
		<u>Account No</u>	<u>Encumbrance</u>	
		1-1100-421-00-280-001-0-780	1,993.41	
			Freight	.00
			Total	1,993.41
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

EXCLUSIVE DAHILL PROPOSAL

FOR

State of Texas TPASS

Contract# 985-L2

County of Hidalgo Sheriff's
Office

February 28, 2011

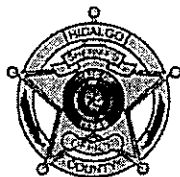
PREPARED BY:

Baldomero Gonzalez

Account Manager

956-283-8800

XEROX & SHARP BUSINESS PRODUCTS



County of Hidalgo Sheriff's Department — Admin

Executive Office/CID/Civil & Warrants/Budget Office

Xerox Workcenter 5745 (45cpm)

Standard: Office finisher with stapling, 4 paper trays, bypass tray, duplexing

985-13-14001-6 Installation Unit Xerox 5745 \$0.00

985-13-14002-4 36-Month Lease \$178.63

Includes 300,000 B&W copies per year; overages billed at \$0.0091 each

Option:

985-13-14003-2 Print Controller \$42.86

03° 20

Purchase Price (each unit) \$8,197.00

Service: \$150.00 per month with 300,000 copies per year; overages billed at \$0.0091 each

All service options include service, toner, parts and staples

March 4, 2011

dahill
A Xerox Company

Requisition
SHERIFF'S LAW ENFORMENT FACILITY

Req # 00191447

PO #

Date: 03/08/11

Bill To: x
x

Vendor: 325279
 AFIX TECHNOLOGIES, INC.
 205 NORTH WALNUT
 PITTSBURG KS 66762

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
 711 EL CIBOLO RD.
 EDINBURG TX 78539

Contact: MYRA MONTOYA
 956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	YEAR	AFIX TRACKER SUPPORT RENEWAL FOR A PERIOD OF ONE YEAR, BEGINNING ON MAY 27, 2011. 9SUPPORT PLAN INCLUDES AT.I. UPGRADES AND NEW VERSIONS OF SOFTWARE, UNLIMITED TECHNICAL SUPPORT CALLS, ALL SOFTWARE MAINTENACE UPDATES AND FREE REPLACEMENT OF LOST OR DAMAGED INSTALLATION DISKS.	5,550.00	5,550.00
1.00	YEAR	AFIX TRACKER LE SUPPORT RENEWAL FOR A PERIOD OF ONE YEAR, BEGINNING ON MAY 27, 2011.	1,425.00	1,425.00
1.00	YEAR	50% DISCOUNT FOR MULTIPLE SYSTEMS	-712.50	-712.50
1.00	YEAR	AFIX VERIFIER SUPPORT RENEWAL FOR A PERIOD OF ONE YEAR, BEGINNING ON MAY 27, 2011.	1,425.00	1,425.00
1.00	YEAR	50% DISCOUNT FOR MULTIPLE SYSTEMS	-712.50	-712.50
		<u>Account No</u>	<u>Encumbrance</u>	
		1-1100-421-00-280-001-0-336	6,975.00	
			Freight	.00
			Total	6,975.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Prep# 191447

AFIX Technologies, Inc.

RENEWAL NOTICE/INVOICE

SHIP TO:

Monica Hinojosa
 Hidalgo County Sheriff's Department
 711 El Cibolo Rd.
 P.O. Box 1228
 Edinburg, TX 78540

BILL TO:

Monica Hinojosa
 Hidalgo County Sheriff's Department
 711 El Cibolo Rd.
 P.O. Box 1228
 Edinburg, TX 78540

Invoice Information

Sales Person	Purchase Order Number	Invoice Number	Invoice Date	Order Date
Brandy Olivera	NA	110222-03	February 22, 2011	NA

Monthly and Quarterly Support Payment Options are available. Please contact our office at 620-232-6420 for more information.

Qty	Product	Product Description	Unit Price	Total Price
1	Support Renewal	AFIX Tracker Support Renewal for a period of one year, beginning on May 27, 2011. <i>Support plan includes all upgrades and new versions of the software, unlimited technical support calls, all software maintenance updates and free replacement of lost or damaged installation disks.</i>	\$5,550	\$5,550
1	Support Renewal	AFIX Tracker LE Support Renewal for a period of one year, beginning on May 27, 2011.	\$1,425	\$1,425
1	AFIX Tracker LE Discount	50% discount for multiple systems	(\$712.50)	(\$712.50)
1	Support Renewal	AFIX Verifier Support Renewal for a period of one year, beginning on May 27, 2011.	\$1,425	\$1,425
1	AFIX Verifier Discount	50% discount on multiple systems	(\$712.50)	(\$712.50)

*Purchaser responsible for any and all applicable Federal, State, and/or local taxes or assessments.

TOTAL DUE:	\$6,975
-------------------	----------------

THANK YOU FOR YOUR BUSINESS!
 AFIX Technologies, Inc.
 205 N. Walnut
 Pittsburg, KS 66762
 Office: 620.232.6420 · Fax: 620.232.2606 · www.afx.net

All

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[< Return to search results](#) [< Return to Main Search](#)

ESRI

URL [Vendor Website](#)
Vendor ID
HUB Type Unknown

DIR Contract Number DIR-SDD-1637
Contract Term End Date 3/3/2012
Contract Exp Date 3/3/2015

How to Order

1. For product and pricing information, visit the **ESRI** website or contact at .
2. Generate a purchase order, made payable to ESRI. You must reference the DIR Contract Number **DIR-SDD-1637** on your purchase order.
3. E-mail or Fax your purchase order and quote form to your designated vendor sales representative.

ESRI

Contact
Phone
Fax

DIR

Contact [Kathy Fleming](#)
Phone (512) 936-9864
Fax (512) 475-4759

Contract Overview

[Get Adobe Reader](#)

Contract: [DIR-SDD-1637](#)

[Standard Terms and Conditions](#) PDF - 296 KB

This appendix contains the standard DIR Terms and Conditions for the contract as of the date identified. Any initial exceptions to these Terms will be contained in the original contract. All subsequent changes or updates to the Terms and Conditions will be reflected in contract amendments.

[HUB Subcontracting Plan \(HSP\)](#) PDF - 333 KB | Updated 03/04/2011

The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. The HSP identifies all authorized resellers and/or all subcontractors performing services.

[Pricing](#) PDF - 213 KB | Updated 03/04/2011

Pricing for available products and/or services under this contract are limited to those identified in the appendix.

Available Brands

ESRI
GIS

Available Products & Services

Software

[< No thanks, return to search](#)

Additional Contract Information

- [Appendix D, General Terms and Conditions](#) (88 KB)
- [Appendix D, Exhibit 1](#) (124 KB)
- [Appendix E](#) (188 KB)

Reseller Vendor Contacts

There are no resellers associated with this contract

[Capitol Complex Directory](#)
[Statewide Search](#)
[Sponsored Sites](#)
[Planned Procurement Schedule](#)

[Document Library](#)
[SAO Fraud Reporting](#)
[Homeland Security](#)
[Sunset Review Notification](#)

[FAQs](#)
[Site Policies](#)
[Site Map](#)
[Job Postings](#)

Dept. of Information Resources
 300 W. 15th St. Ste. 1300
 Austin, TX 78701 [MAP](#)
 (512) 475-4700

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Requisition

Req # 00190361

PO #

Date: 02/17/11

Bill To: x
x

Vendor : 306703
ENVIRONMENTAL SYSTEMS RESEARCH INSTI
INC. DBA ESRI
380 NEW YORK STREET
REDLANDS CA 92373-8100
FAX (909)793-5953

Ship To: ELECTIONS
101 S. 10TH AVENUE
EDINBURG TX 78539

Contact: Vero Lopez
956-318-2570

Contract No: 2006MPA4409

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00		DO NOT DUPLICATE ORDER Arc GIS Publisher Single Use License Account No _____ 1-1283-414-00-130-010-8-747	2,057.00 <u>Encumbrance</u> 2,057.00	2,057.00
			Freight	.00
			Total	2,057.00
		DO NOT DUPLICATE ORDER DIR 1637		

Authorized By: _____



Quotation # 20382775

Date: March 9, 2011

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
227 North Loop 1604 East, Ste 100
San Antonio, TX 78232-1260
Phone: (210) 499-1044 Fax: (210) 499-4112
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # Contract # 2006MPA4409

HIDALGO COUNTY
ELECTIONS DEPARTMENT
101 S. 10TH AVENUE
EDINBURG, TX 78539

ATTENTION: Veronica Lopez
PHONE: (956) 318-2570
FAX:

*To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 03/09/2011 To: 06/07/2011*

Material	Qty	Description	Unit Price	Total
93194	1	ArcGIS Publisher Single Use License	2,041.00	2,041.00
			Item Total:	2,041.00
			Subtotal:	2,041.00
			Sales Tax:	168.38
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$2,209.38

State of Texas DIR Contract# DIR-SDD-1637

The commercial list price for ArcGIS publisher is \$2,500

* Please indicate on your purchase order if this purchase is funded through the American Recovery and Reinvestment Act, and whether Esri is a Prime Recipient, Sub-recipient, or Vendor for reporting purposes.

For questions contact: Veronica Schindler	Email: vschindler@esri.com	Phone: (210) 499-1044 x8826
Acceptance of this quotation is limited to the Esri License Agreement and the Quotation Terms and Conditions This Quotation is made in confidence for your review. It may not be disclosed to third parties, except as required by law.		
<i>If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630</i>		



Quotation # 20382775

Date: March 9, 2011

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
227 North Loop 1604 East, Ste 100
San Antonio, TX 78232-1260
Phone: (210) 499-1044 Fax: (210) 499-4112
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # Contract # 2006MPA4409

HIDALGO COUNTY
ELECTIONS DEPARTMENT
101 S. 10TH AVENUE
EDINBURG, TX 78539

ATTENTION: Veronica Lopez
PHONE: (956) 318-2570
FAX:

*To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 03/09/2011 To: 06/07/2011*

BY SIGNING BELOW YOU ARE INDICATING THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION. DO NOT USE THIS FORM FOR ORDER ACTIVATION IF YOUR ORGANIZATION WILL NOT HONOR AND PAY AN INVOICE THAT HAS BEEN ISSUED AT YOUR DIRECTION WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

If you choose to discontinue your maintenance, you will become ineligible for maintenance benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your maintenance coverage at a later date.

This quotation is subject to the terms set forth herein and the terms of your agreement with Esri, if any, or as otherwise provided by Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal Government entities and prime contractors buying under GSA pricing/terms are subject to Esri's Federal Supply Schedule GS-35F-5086H. Acceptance is limited to terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer or confirmation sent or to be sent by buyer. All terms of this quotation as referenced above shall be incorporated into and are part of any further or additional agreement regarding Esri's software data, web services, training, services and maintenance.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue an invoice for the items included in the above quote in the amount of: \$ _____, plus sales taxes if applicable. (Note: Shipping costs are subject to change.)

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

* Please indicate on your purchase order if this purchase is funded through the American Recovery and Reinvestment Act, and whether Esri is a Prime Recipient, Sub-recipient, or Vendor for reporting purposes.

For questions contact: Veronica Schindler	Email: vschindler@esri.com	Phone: (210) 499-1044 x8826
Acceptance of this quotation is limited to the Esri License Agreement and the Quotation Terms and Conditions This Quotation is made in confidence for your review. It may not be disclosed to third parties, except as required by law.		
<i>If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630</i>		

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
VOLUME PRICING CONTRACT

(ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. {ESRI})

This **VOLUME PRICING CONTRACT** for the acquisition of Environmental Systems Research Institute, Inc. (ESRI) Software and related services is entered into between the State of Texas, acting by and through the Department of Information Resources with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Environmental Systems Research Institute, Inc. (ESRI), with its principal place of business at 380 New York Street, Redlands, CA 92373-8100.

1. Contract Scope and Term

This Contract sets forth the terms and conditions governing the acquisition of ESRI Software and related services. Terms used in this document shall have the meanings set forth below in Section 2, Definitions. This Contract is available for use by all Customers.

The term of this Contract shall be two (2) years commencing on the date of approval by the parties. Prior to expiration of the original term, the parties may renew this contract, upon approval of DIR, for up to two (2) optional one-year terms. Upon termination of this Contract, all rights and obligations set forth herein shall survive in accordance with their terms as to procurements made by Customers prior to such termination.

2. Definitions

Terms used in this Contract shall have the following meanings:

- A. **DIR** - the Department of Information Resources
- B. **Customer** - any Texas State Agency as defined in §2054.003, Texas Government Code (including institutions of higher education as defined in Texas Education Code, §61.003), any state agency utilizing this contract through an Interagency Agreement with DIR authorized by Section 771.003, Texas Government Code, and local governments as defined in §2054.003, Texas Government Code.
- C. **Publisher** - Environmental Systems Research Institute, Inc. (ESRI)
- D. **Product** - any software application published by the Publisher.
- E. **Services** - any value-added service that the Publisher may perform as related to products available under this Contract. For example: professional services, installation, maintenance and product training.
- F. **State Contract Administrator** - the individual as appointed by DIR to administer this Contract on behalf of the State of Texas and the Customers.
- G. **Publisher Contract Administrator** - the individual as appointed by the Publisher to administer this Contract on behalf of the Publisher.
- H. **Administrative Fee** - the fee used to defray DIR's cost of negotiating, executing and administering this contract.
- J. **Purchase Order** - the Customer's fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument).
- K. **Information Resources Technology (Technologies)** As defined in Texas Government Code §2054.003.

- L. **Day** Shall mean business days, Monday through Friday, except for State and Federal holidays. If the Contract calls for performance on a day that is not a business day, then performance is intended to occur on the next business day.
- M. **State** – refers to the State of Texas.
- N. **Software** – actual copy of, or any portion of, Publisher’s computer programs delivered on media including, but not limited to, beta, prerelease or restricted versions, or final release, inclusive of backups, updates, or merged copies permitted hereunder or subsequently supplied by Publisher.

3. **Entire Agreement and Order of Precedence**

This Contract; Appendix A, Standard Clauses for Texas DIR Contracts; Appendix B, ESRI License Agreement Number 2002MPA4409; Exhibit 1, Scope of Use; Appendix C, Implementation Services Terms and Conditions Addendum; and Appendix D, Pricing Index, including Time and Materials Rate Schedule; constitute the entire agreement between the parties hereto. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Exhibit 1, then Appendix C, and finally Appendix D. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid. This Contract shall not be changed, modified or altered in any manner except by an instrument in writing executed by both parties hereto, with the approval of DIR.

The terms and conditions set forth herein shall govern all transactions by Customers under this Contract. Customers shall not have the authority to modify the terms of this Contract, except as to receive better terms or pricing for a particular procurement than those set forth herein. In such event, ESRI shall furnish a copy of such better offerings to DIR upon request. No additional term or condition of a purchase order issued by a Customer can weaken a term or condition of this Contract. In the event of a conflict between a Customer’s purchase order and this Contract, the Contract term shall control.

4. **Product and Service Offerings**

Products available under this Contract are set forth as any software application item published by the ESRI. Services include any value-added service that ESRI may perform as related to products available under this Contract.

A. **Products**

ESRI will maintain a product list including pricing, product descriptions, and product specifications for all products offered under this Contract. The product list may be updated at any time during the term of this Contract to incorporate product model changes or product upgrades, addition of new products, and removal of obsolete or discontinued products.

B. **Services**

Examples of service include, but are not limited to: professional services, installation, maintenance and product training. ESRI will maintain a list including pricing and descriptions for all services offered under this Contract. The services list may be updated at any time during the term of this Contract to incorporate changes (including possibly calendar year price increases, which said increase may not exceed the amount allowed by the percentage escalation identified per year in Appendix D) to the service offering.

Services provided for Customers hereunder shall be subject to a written description of the services and rates therefore which must be approved in writing by the Customer prior to

provision of the services by ESRI. ESRI expenses shall not be reimbursed unless such expenses are authorized in writing and in advance by the Customer.

Expenses, if any, reimbursed by DIR or the Customer hereunder shall be reasonable, necessary and approved in advance and in writing by the Customer. Reimbursement shall not exceed current State of Texas Travel Guidelines for State employees. Such rates for fiscal years 2002 and 2003 shall not exceed eighty dollars (\$80.00) per night for hotel expenses, thirty dollars (\$30.00) per day for meal expenses, and will not include reimbursements for tips and/or gratuities. Unless the Customer otherwise agrees in writing, reimbursement of airfare will not exceed the cost of coach class airfare.

5. Contract Administration

DIR and ESRI will each provide a Contract administrator to support this Contract. Information regarding the Contract administrators will be posted on the Internet web site designated for this Contract.

A. DIR Contract Administrator

DIR shall provide a Contract administrator whose duties shall include but not be limited to: i) supporting the marketing and management of this Contract, ii) advising DIR of ESRI's performance under the terms and conditions of this Contract, and iii) periodic verification of product pricing and monthly reports submitted by ESRI.

B. ESRI Contract Administrator

ESRI shall provide a dedicated Contract administrator whose duties shall include but not be limited to: i) supporting the marketing and management of this Contract, ii) facilitating dispute resolution between ESRI and a Customer, and iii) advising DIR of its performance under the terms and conditions of this Contract. DIR reserves the right to require a change in ESRI's then-current contract administrator if the assigned administrator is not, in the opinion of DIR, adequately serving the needs of the State.

6. Pricing

ESRI does not guarantee that Appendix D, Pricing Index, is in all cases the lowest pricing offered from ESRI to any governmental entity for the same product or service.

A. Customer Discount

Customer shall receive a discount from ESRI's List Price, which varies by software product, and this price is reflected in the Pricing Index as attached as Appendix D. Customer may negotiate more advantageous pricing for large volume software purchases. However, ESRI does not guarantee that such advantageous pricing can be granted.

B. DIR Administrative fee

The DIR administrative fee specified in Section 11, Reporting and Administrative Fees shall be broken out as a separate line item when pricing or invoice is provided to the Customer. ESRI agrees that any prices quoted to Customers under this Contract shall include the DIR Administrative Fee as a separate line item in addition to the Customer Price as established in the Pricing Index and ESRI shall then collect this Administrative Fee in a separate account payable to DIR on a monthly basis.

C. Shipping and Handling Fees

The listed prices are exclusive of shipping and handling. Delivery terms are FOB Destination. Shipping and handling will be prepaid and charged back (i.e., included in the invoice as a separate item). If desired, shipping and handling can be quoted to the Customer prior to the placement of the order. The ESRI Sales Representative can provide a specific quote including applicable shipping and handling charges.

D. Tax-Exempt

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 USC Secs. 4253(i) and (j).

E. Changes to Prices

ESRI may change the price of any product or service at any time, based upon changes to ESRI's List Price. Price decreases shall take effect automatically during this Contract term and ESRI shall pass all price decreases on to the Customer.

ESRI may make product model changes and add new products or product upgrades at any time and the pricing shall contain comparable price levels as called out in Pricing Index, Appendix D.

7. Order Processing and Payments

All Customer purchase orders will be placed directly with ESRI. Accurate purchase orders shall be effective and binding upon ESRI when placed in the mail or electronically transmitted prior to the termination of this Contract period.

Invoices shall be submitted by ESRI directly to the Customer. All payments for products and/or services purchased under this Contract and any provision of acceptance of such products and/or services shall be made to ESRI by the Customer.

Invoices must be timely and accurate. Each invoice must match Customer's order and include any written changes that may apply, as it relates to products, prices and quantities. Invoices must include the Customer's purchase order number or other pertinent information for verification of receipt of the order by the Customer.

Customer(s) shall comply with Chapter 2251, Texas Government Code, in making payments to ESRI. Payment under this contract shall not foreclose the right to recover wrongful payments.

8. Software Licensing Agreement

Customers purchasing software licenses under this Contract shall hold, use and operate such software subject to compliance with the ESRI License Agreement Number 2002MPA4409 set forth in Appendix B hereto. No changes to the License Agreement Terms and Conditions may be made unless previously agreed to between ESRI and DIR. Customers may not add, delete or alter any of the language in Appendix B. Publisher shall make the License Agreement terms and conditions available to all Customers at all times.

Compliance with the License Agreement is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the License Agreement. If DIR purchases software licenses for its own use under this Contract, it shall be responsible for its compliance with the License Agreement terms and conditions.

9. Internet Access to Contract and Pricing Information

Access by Customers to Contract terms and pricing information shall be made available and posted on the Internet. To that end, ESRI will be required host the complete Contract product and service offerings, including pricing, at ESRI's Internet site. Internet access to this information will be provided including all subsequent changes to the product and services offerings and pricing during the term of this Contract at no cost to DIR, the State, and Customers.

A. Accurate and Timely Contract Information

ESRI warrants and represents that Contract and related information will be accurately and completely posted, maintained and displayed in an objective and timely manner which renders it clearly distinguishable from other, non-Contract offerings at ESRI's web site. ESRI shall indemnify DIR, the State, and Customers for damages resulting from errors or inaccuracies in such information, or from any failure to maintain or timely post Contract information in accordance with this paragraph.

B. Price Data Retention and Compliance Checks

Periodic Compliance Checks of the information posted for this Contract on ESRI's web site will be conducted by DIR. Upon request by DIR, ESRI shall provide verifiable documentation that pricing listed upon this site is uniform with the Customer Discount as stated in Section 6A.

C. Web Site Changes

ESRI hereby consents to a link from the DIR web site to ESRI's web site in order to facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide ESRI with subsequent notice of link termination or removal. ESRI shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

D. Use of Access Data Prohibited

If ESRI stores, collects or maintains data electronically as a condition of accessing State Contract information, such data shall only be used internally by ESRI for the purpose of implementing or marketing the State Contract, and shall not be disseminated to third parties or used for other marketing purposes. This Contract constitutes a public document under the laws of the State and ESRI shall not restrict access to the Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

E. Responsibility for Content

ESRI is solely responsible for administration, content, intellectual property rights, and all materials at ESRI's web site. ESRI is solely responsible for its actions and those of its agents, employees, ESRI agrees that neither ESRI nor any of the foregoing has any authority to act or speak on behalf of DIR or the State. DIR requires ESRI to list all information on the web site, such as: company name, address, contact information, phone and fax number, email address, State Vendor ID number, and other applicable information as deemed necessary by DIR. DIR also reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent this Contract.

10. Reporting and Administrative Fees

ESRI shall be responsible for reporting all products and services purchased under this Contract. The failure to file the monthly reports, subcontract reports, and pay the administrative fees on a

timely basis will constitute grounds for suspension or termination of the contract for cause. If ESRI submits three (3) consecutive monthly reports incorrectly, DIR reserves the right to suspend or terminate this contract for cause. ESRI's liability for any breach of this section is limited to the amount of administrative fees owed to DIR by ESRI.

DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this section, including but not limited to, compliance checks of ESRI's applicable Contract books.

A. Detailed Monthly Report

ESRI shall electronically provide DIR with a detailed monthly report in the format required by DIR showing the dollar volume of any and all sales under this Contract for the previous month period. Reports shall be submitted to the DIR Go DIRECT coordinator. Reports are due on the twentieth (20th) day of the close of the previous month period. It is the responsibility of ESRI to collect and compile all sales under this Contract and submit one (1) monthly report. The monthly report shall include the sales for the period, each Customer name, order date, ship date, description, part numbers, quantity, unit price, extended price, Customer purchase order number, contact name, Customer's complete billing address, and other information as required by DIR. Each line item sale must contain all information listed above or the report will be rejected and returned to the ESRI for correction.

B. DIR Administrative Fee

An administrative fee shall be paid by ESRI to DIR to defray the DIR costs of negotiating, executing, and administering this Contract. All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to ESRI. Any change in the administrative fee shall be incorporated in the price to the Customer.

ESRI will pay DIR, on the twentieth (20th) day of the close of the previous month period, a two percent (2%) administrative fee based on the dollar value of all sales to Customers pursuant to this Contract. Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$2,000.

11. Notices

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to this Contract shall be in writing and shall be validly given on i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three business days after being mailed via United States Postal Service. The parties may from time to time, specify any address in the United States as its address for purpose of notices under this Contract by giving fifteen (15) days written notice to the other party.

If sent to the State:

Patrick W. Hogan
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700
Fax: (512) 475-4759
Email: patrick.hogan@dir.state.tx.us

If sent to the ESRI:

Gail Day, Contract Specialist
ESRI
380 New York Street
Redlands, CA 92373-8100
Phone: (909) 793-2853
Fax: (909) 307-3020
Email: gday@esri.com

12. Captions

The captions contained in this Contract are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

13. Choice of Law

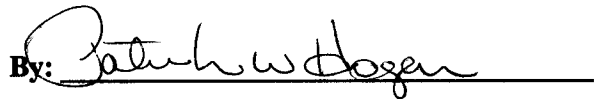
The law of the State of Texas shall govern the construction and interpretation of this Contract. Nothing herein shall be construed to waive the state's sovereign immunity.

IN WITNESS WHEREOF, the parties therefore hereby execute their mutual agreement to the terms of this Contract. This agreement shall be executed and shall be a binding Contract between the parties.

**Environmental Systems
Research Institute, Inc. (ESRI)**

**The State of Texas, acting by and through the
Department Of Information Resources**

By: 

By: 

Name: Laura Dangermond

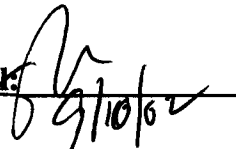
Name: Patrick W. Hogan

Title: Vice-President

Title: Director of Business Operations

Date: SEP 13 2002

Date: 9/10/02

Legal: 

APPENDIX A
STANDARD CLAUSES
STATE OF TEXAS, DIR CONTRACTS

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GENERAL

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STANDARD CLAUSES FOR TEXAS DIR CONTRACTS

The parties to the attached Contract, amendment or other agreement of any kind (hereinafter, "this Contract") agree to be bound by the following clauses which are hereby made a part of this Contract.

1. **INDEMNIFICATION CLAUSE.** Publisher shall defend, indemnify, and hold harmless the State of Texas from and against any loss, liability, cost or expense, including reasonable attorneys' fees, which may be incurred by the State of Texas against any claims, actions, or demands by a third party alleging that the COTS software, and custom software infringes a U. S. patent, copyright, or trademark provided

- (a) The State of Texas promptly notifies Publisher in writing of the claim thereof;
- (b) Any Publisher defense of any actions and negotiations related to the defense or settlement of any claim must be coordinated with the Office of the Attorney General for the State of Texas;
- (c) The State of Texas cooperates fully in the defense of the claim.

If Publisher believes that the COTS software, and custom software is or will become the subject of an infringement claim, or in the event that use of the COTS software, and custom software is enjoined, Publisher, at its own expense, may either (i) obtain the right for the State of Texas to continue using the COTS software, and custom software or (ii) modify the COTS software, and custom software to make it noninfringing while maintaining substantially similar software functionality or data/informational content. If neither of such alternatives is commercially practical, the infringing items shall be returned to Publisher and Publisher's sole liability shall be to refund license fees paid by the State of Texas prorated over a five (5) year period.

Publisher shall have no obligation hereunder to defend the State of Texas or to pay any resulting costs, damages, or reasonable attorneys' fees for or with respect to any claims, actions, or demands alleging (i) infringement that arises by reason of combination of noninfringing items, however acquired, with any items not supplied by Publisher; (ii) infringement to the extent arising from material alteration of the COTS software, and custom software by anyone other than Publisher, its agents or contractors; (iii) the direct or contributory infringement of any process patent by the State of Texas through the use of the COTS software, and custom software other than a process patent that is necessarily infringed by the internal processes executed within the Software or Data itself when the Software or Data is executed for its intended purpose; (iv) continued allegedly infringing activity by the State of Texas after it has been notified of the possible infringement; or (v) continued allegedly infringing activity by the State of Texas to the extent it arises from failure of the State of Texas to use the updated or modified COTS, and custom software provided by Publisher for avoiding infringement.

THE FOREGOING STATES THE ENTIRE OBLIGATION OF PUBLISHER WITH RESPECT TO INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

2. **NON-ASSIGNMENT CLAUSE.** This Contract shall be entered into and be binding upon the successors of the parties. Publisher may not assign this Contract without the prior written consent of DIR. Any attempt to assign this Contract without the written consent of DIR is null and void.

3. **NO QUANTITY GUARANTEES.** This Contract is not exclusive to the named Publisher. Customers may obtain Information Resources Technologies from other sources during the Contract term. DIR makes no express or implied warranties whatsoever that any particular number of Purchase Orders will be issued or that any particular quantity or dollar amount of Information Resources Technologies will be procured through the Contract.

4. **CONFIDENTIALITY CLAUSE.** Publisher acknowledges that DIR is a government agency subject to the Texas Public Information Act. Publisher also acknowledges that DIR will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.

Under the terms of this Contract, DIR may provide Publisher with information related to Customers. Publisher shall comply with all State of Texas privacy policy guidelines, including, but not limited to, the requirement that Publisher shall not re-sell or otherwise distribute or release to any party in any manner DIR Customer information.

5. PUBLISHER CERTIFICATIONS.

Publisher certifies (i) it has not given, offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract; (ii) it is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under §31.006 of the Texas Family Code and acknowledges this Contract may be terminated and payment withheld if this certification is inaccurate; (iii) neither it, nor anyone acting for it, has violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage; (iv) it has not received payment from DIR or any of its employees for participating in the preparation of this Contract; (v) it is not ineligible to receive this Contract under § 2155.004, Texas Government Code; (vi) it is in compliance with §618.003, Texas Government Code; (vii) it will comply with §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of this Contract; and (viii) to the best of the Publisher's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting

the Publisher, which if determined adversely to the Publisher will have a material adverse effect on the ability of the Publisher to fulfill its obligations under this Contract.

6. EQUAL OPPORTUNITY COMPLIANCE.

Publisher agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Publisher agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Publisher under this Contract. If Publisher is found to be not in compliance with these requirements during the term of this Contract, Publisher agrees to take appropriate steps to correct these deficiencies. Upon request, Publisher will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

7. TECHNOLOGY ACCESS CLAUSE, AS REQUIRED BY §2157.005, TEXAS GOVERNMENT CODE. (Applicable to State Agency Purchases Only)

Publisher expressly acknowledges and agrees that State funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the Publisher represents and warrants to DIR and each Customer purchasing products under this Contract that the technology provided hereunder is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology of: (i) providing equivalent access for effective use by both visual and non-visual means; (ii) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and (iii) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For the purposes of this section, the phrase "equivalent access means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples, of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical display and customizable display appearance. The sole remedy for breach of this warranty for commercial off the shelf software and services is return of the copy of the software for such visually impaired users and refund of the license fee paid for such copy.

8. COMMODITY SOFTWARE. Texas Government Code, §2157.068 requires State agencies to buy commodity software in accordance with contracts developed by DIR, unless the agency obtains a waiver from DIR. Publisher shall agree to coordinate all agency commodity software sales made pursuant to this Contract through existing DIR contracts, if available. Publisher represents it will not license through a signed or unsigned license agreement, volume licensing agreement or an order confirmation, the commodity software to state agencies unless the agency is able to provide a DIR granted waiver that the agency is able to purchase the commodity software outside the DIR Commodity Software contracts. The operating system software and institutions of higher education are not bound to this Code.

9. RECORDS. The Publisher shall maintain adequate records to establish compliance with this Contract until the later of a period of four years after termination of this Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that arise under this Contract. Such records shall include identification of the procuring Customer, documentation of the Customer's ordering date, Customer Purchase Order number, order date of product or service, ship date or service delivery date, full invoice address, name of participating Publisher for the procurement, unit price, extended price, participating Publisher invoice number, record of procuring Customer payment and/or balance due, the calculations supporting each administrative fee owed DIR under this Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.

Publisher shall grant access to all paper and electronic records, books, documents, accounting procedures, practices and any other items relevant to the performance of this Contract to DIR, the compliance checks designated by DIR, including compliance checks of the State Auditor's Office and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking and/or copying such books and records which shall exclude overhead, general and administrative expense, and profit. Copies and printouts requested by DIR shall be provided by Publisher without charge. DIR shall provide Publisher ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Publisher's records. Publisher's records, whether paper or electronic, shall be made available during regular office hours. Publisher personnel familiar with the Publisher's books and records shall be available to DIR staff and designees as needed. Publisher shall provide adequate office space to DIR staff during the performance of Compliance Check.

If any inspection or Compliance Check performed hereunder reveals an aggregate overcharge to a Customer of .5% or greater, or an aggregate underpayment to DIR of its administrative fee of .5% or greater, then the cost of such Compliance Check or inspection, including, but not limited to, the salary and associated overhead of DIR staff performing the Compliance Check or inspection, shall be

reimbursed to DIR within thirty (30) days from receipt of an invoice from DIR reflecting the cost of the Compliance Check or inspection.

For procuring State Agencies whose payments are processed by the Texas Comptroller of Public Accounts, the volume of payments made to Publisher through the Texas Comptroller of Public Accounts and the administrative fee based thereon shall be presumed correct unless Publisher can demonstrate to DIR's satisfaction that Publisher's calculation of DIR's administrative fee is correct.

10. ABILITY TO CONDUCT BUSINESS IN TEXAS.

The Publisher is an entity authorized and validly existing under the laws of its state of organization, and is authorized to do business in the State of Texas. The Publisher is a "Qualified Information Systems Vendor" as defined in §2157.001, Texas Government Code. All computer networking products and services offered to Customers under this Contract are listed in Publisher's catalogue on file with the Texas Building and Procurement Commission.

11. QUOTATIONS, WARRANTY, AND RETURN POLICIES.

Publisher will adhere to their then-currently published policies concerning quotations, warranties, and return policies. Warranty and return policies for Customers will not be more restrictive or more costly than those warranty and return policies maintained by Publisher for other similarly situated Customers for like products or services.

12. INVALID TERM OR CONDITION. If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

13. ENFORCEMENT OF CONTRACT AND DISPUTE RESOLUTION.

Publisher and DIR agree to the following (i) a party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision; (ii) for disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used; (iii) the laws of the State of Texas shall govern this Contract; (iv) actions or proceedings arising from this Contract shall be heard in a court of competent jurisdiction in Travis County, Texas; and (v) nothing herein shall be construed to waive the State's sovereign immunity.

14. ENTIRETIES. The Contract supercedes all prior agreements, representations or promises, whether oral or written, made by the parties regarding the subject matter of this Contract.

15. MODIFICATION OF CONTRACT TERMS AND/OR AMENDMENTS.

The terms and conditions set forth in the Contract shall govern all transactions by Customers under this Contract. The Contract may only be modified or amended upon mutual agreement of DIR and

Publisher. Additional Customer terms and conditions, which do not conflict with the contract, may be added by a Purchase Order and given effect, subject to mutual consent between Customer and Publisher. For individual Purchase Orders, however, the Publisher may offer Customers more advantageous pricing and/or payment options than those set forth in the Contract. In such event, Publisher shall furnish a copy of such better offerings to DIR upon request.

16. DIR LOGO. Publisher may use the DIR logo in the promotion of this Contract to Customers with the following stipulations; (i) the logo may not be modified in any way; (ii) when displayed, the size of the DIR logo must be equal to or smaller than the Publisher logo; (iii) the DIR logo is only used to communicate the availability of computer networking products and services under this Contract to Customers; and (iv) any other use of the DIR logo requires prior written permission from DIR.

17. PUBLISHER LOGO. DIR may use the Publisher's name and logo in the promotion of this Contract to communicate the availability of Products under this Contract to Customers. Use of the logo may be on the DIR Web Site or on printed materials. Any use of Publisher's Logo by DIR must comply with and be solely related to the purposes of this Contract and any usage guidelines communicated to DIR from time to time. Nothing contained in this Contract will give DIR any right, title, or interest in or to Publisher's trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Publisher.

18. SITE PREPARATION. Customer(s) shall prepare and maintain its site in accordance with written instructions furnished by Publisher(s) prior to the scheduled delivery date of any product or service and shall bear the costs associated with the site preparation.

19. TRAINING AND TRADE SHOW PARTICIPATION.

Publisher may be required to provide product overview training to DIR at no cost. The training will be held within the Austin, Texas area at times mutually acceptable to DIR and Publisher.

Publisher understands and agrees that it must participate by providing a manned booth display or similar presence at no less than two (2) trade shows or similar functions sponsored by DIR each calendar year at the Publisher's expense. Publisher must display the DIR logo at all trade shows. DIR reserves the right to approve or disapprove of the location of the use of the DIR logo in or on the Publisher's booth.

20. USE OF SUBCONTRACTORS. Publisher may subcontract installation, training, warranty, or maintenance services. However, Publisher shall remain solely responsible for the performance of its obligations under this Contract. If Publisher uses any subcontractors, Publisher shall satisfy DIR that it has complied and maintains compliance with the DIR HUB Subcontracting Plan.

21. **FORCE MAJEURE.** DIR, Customer, or Publisher may be excused from performance under this contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties immediately. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by the Customer that Publisher will not be able to deliver product or services in a timely manner to meet the business needs of the Customer.

22. **TERMINATION FOR NON-APPROPRIATION.** Customer may terminate Purchase Orders and DIR may terminate this Contract if funds sufficient to pay obligations hereunder are not appropriated by the legislative body on behalf of local governments, or by the Texas legislature on behalf of state agencies. In the event of non-appropriation, Publisher will be provided ten (10) days written notice of intent to terminate.

23. **TERMINATION FOR CONVENIENCE.** Either party may terminate this Contract, in whole or in part, by giving the other party thirty (30) days written notice. A Customer may terminate a Purchase Order if it is determined by the Customer that Publisher will not be able to deliver product or services in a timely manner to meet the business needs of the Customer.

24. **TERMINATION FOR CAUSE.** Either DIR or Publisher may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, warranty or provision of this Contract or a Purchase Order arising hereunder. The non-defaulting party shall give the defaulting party thirty (30) days from receipt of notice to

cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate this Contract. Customers hereunder have no power to terminate this Contract for default. Customer's rights are exclusively based on their Purchase Order.

25. **CUSTOMER RIGHTS UNDER TERMINATION.** In the event this Contract expires or is terminated for any reason, a Customer shall retain its rights under the Purchase Order issued with respect to all products or services ordered and accepted prior to the effective termination date.

26. **PUBLISHER RIGHTS UNDER TERMINATION.** In the event this Contract expires or is terminated for any reason, a Customer shall pay all amounts due for products or services ordered prior to the effective termination date and ultimately accepted.

27. **SURVIVAL.** All warranty and/or service agreements that were entered into between Publisher and a Customer under the terms and conditions of this Contract shall survive the termination of this Contract.

28. **HANDLING OF WRITTEN COMPLAINTS.** In addition to other remedies contained in this Contract, a person contracting with DIR may direct their written complaints to the following office:

Public Information Office
Department of Information Resources
Attn: Matt Kelly
300 W. 15th Street, Suite 1300
Austin, TX 78701
(512) 936-6550, voice
(512) 475-4759, fax
Email: matt.kelly@dir.state.tx.us



GENERAL LICENSE TERMS AND CONDITIONS
(E200 2/02)
2002MPA4409

ESRI, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

ARTICLE 1—DEFINITIONS

Definitions—As used herein, the following words, phrases, or terms in this Agreement shall have the following meanings:

- (a) "Software" means the actual copy of all or any portion of ESRI's proprietary geographic information system (GIS) software technology, computer software code, components, dynamic link libraries (DLLs), and programs delivered on any media, including, but not limited to, alpha, beta, prerelease, restricted version(s), or final commercial release provided in source, object, or executable code format(s), inclusive of backups, updates, or merged copies permitted hereunder or subsequently supplied under this Agreement.
- (b) "Data" means any ESRI or third party data vendor(s) digital data set(s) including, but not limited to, geographic, vector data coordinates, raster, or associated tabular attributes in ESRI® GIS software compatible format(s) supplied under this Agreement.
- (c) "Documentation" means all of the printed and digital materials including, but not limited to, user documentation, training documentation, or technical information and briefings supplied under this Agreement.
- (d) "License Manager" means the nondestructive license management software program, comprised of a confidential software keycode or hardware key, which controls the distribution of the licensed number of Software copies to requesting end user(s) of Licensee.

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

The Software, Data, and Documentation are owned by ESRI and its licensor(s) and are protected by United States laws and applicable international laws, treaties, and conventions regarding intellectual property or proprietary rights. ESRI and its licensor(s) retain all rights, title, and ownership not granted herein to all copies of the Software, Data, and Documentation licensed under this Agreement. From the date of receipt, Licensee agrees to use reasonable effort to protect the Software, Data, and Documentation from unauthorized use, reproduction, distribution, or publication. All rights not specifically granted in this Agreement are reserved to ESRI and its licensor(s).

ARTICLE 3—GRANT OF LICENSE

3.1 Grant of License—In consideration of the mutual promises and covenants provided herein and for other good and valuable consideration, and conditioned upon compliance with all of the terms and conditions set forth in the Agreement including, but not limited to, Article 4, ESRI grants to Licensee a personal, nonexclusive, nontransferable license to

- (a) Use the Software, Data, and Documentation as a single package for Licensee's own internal use only; and
- (b) Access and use any secure ESRI Web site resources made available to Licensee for Licensee's internal use only, provided that Licensee follows ESRI's terms of use policy specified therein. All password or controlled access information provided by ESRI shall be treated as ESRI confidential information.

3.2 Beta License—In the event ESRI accepts Licensee into a current Beta Testing program, Licensee may be provided copies of alpha, beta, and/or prerelease (hereinafter collectively referred to as "Beta") Software for the limited purpose of testing the Beta Software in accordance with the Beta testing policies then in effect. Beta Software and Documentation delivered are confidential and proprietary to ESRI and contain trade secrets, inclusive of unpublished specifications. In consideration of the rights granted herein, Licensee agrees to retain all Beta Software and Documentation provided to Licensee in confidence. Licensee shall maintain all results of testing in confidence and agrees not to disclose to any third party details pertaining to the Beta Software, Documentation, test results, or errors encountered. ESRI reserves the right to determine which Beta Software and Documentation, subsequent interim beta release(s), or patch(es) will be made available to Licensee to test during the term of the Agreement. Beta Software is subject to change prior to its commercial release and may never be commercially released. Licensee is advised that such Software is not suitable or licensed for full use and accepts all responsibility for use of the same and any results generated. Licensee shall not have any obligation to perform duties as specified in this Section that Licensee can prove it is required to disclose under operation of law.

ESRI is a trademark, registered trademark, or service mark of ESRI in the United States, the European Community, or certain other jurisdictions.

3.3 Evaluation License—ESRI may from time to time extend a limited term evaluation license(s) under the terms of this Agreement, for the duration authorized in any supporting documentation supplied by ESRI. Any evaluation license subsequently converted to a full use license is also subject to the terms of this Agreement.

3.4 Consultant Access—Licensee may provide access to the Software, Data, or Documentation to any consultant or contractor of Licensee, provided that the consultant or contractor is using the Software, Data, or Documentation exclusively for the benefit of Licensee, and so long as the consultant or contractor agrees to be bound by the terms and conditions of this Agreement.

ARTICLE 4—SCOPE OF USE

4.1 Permitted Uses

- Licensee may (i) install and store copies onto electronic storage device(s) and (ii) only use the Software, Data, and Documentation as described in Exhibit 1 set forth herein and in accordance with the licensed configuration on file with ESRI Customer Service or ESRI authorized distributors.
- Licensee may make one (1) copy of the Software, Data, and Documentation for archival purposes during the term of this Agreement. Additionally, Licensee may make routine computer backups of the Software, Data, and Documentation. Licensee may establish a redundant server for failover operations in the event the primary site fails.
- Licensee may customize the Software using any (i) macro or scripting language, (ii) open application programming interface (API), or (iii) source or object code libraries, but only to the extent that such customization is described in the Documentation.
- Licensee may use the Data only as described in the Distribution Rights section of the help or metadata files delivered with the Software, Data, and Documentation.
- Licensee may use, copy, or prepare derivative works of the Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. The portion(s) of the Documentation supplied in digital format merged with other software and printed or digital documentation shall continue to be subject to the terms and conditions of this Agreement and shall provide the following copyright attribution notice acknowledging the proprietary rights of ESRI and its licensor(s) in the Documentation supplied in digital format: "Portions of this document include intellectual property of ESRI and its licensor(s) and are used herein under license. Copyright © [Insert the actual copyright date(s) from the source materials] ESRI and its licensor(s). All rights reserved."

4.2 Uses Not Permitted

- Licensee shall not sell; rent; lease; sublicense; lend; assign; time-share; or act as a service bureau or Application Service Provider (ASP) that allows third party access to the Software, Data, and Documentation except as provided herein; or transfer, in whole or in part, access to prior or present versions of the Software, Data, or Documentation, any updates, or Licensee's rights under this Agreement.
- Licensee shall not redistribute the Software, in whole or in part, including, but not limited to, extensions, components, or DLLs without the prior written approval of ESRI as set forth in an appropriate redistribution license agreement.
- Licensee shall not reverse engineer, decompile, or disassemble the Software, Data, or Documentation, except to the extent that such activity is expressly permitted by applicable law notwithstanding this restriction in order to protect ESRI and its licensor(s) trade secrets and proprietary information contained in the Software, Data, or Documentation.
- Licensee shall not make any attempt to circumvent the technological measure(s) (e.g., License Manager, etc.) that controls access to or use of the Software, Data, and Documentation, except to the extent that such activity is expressly permitted by applicable law notwithstanding this restriction.
- Licensee shall not use the Software to transfer or exchange any material where such transfer or exchange is prohibited by copyright or any other law.
- Licensee shall not remove or obscure any ESRI or its licensor(s) patent, copyright, trademark, or proprietary rights notices contained in or affixed to the Software, Data, or Documentation.

ARTICLE 5—MAINTENANCE

Maintenance consists of Software, Data, or Documentation updates and access to technical support and other benefits specified in the most current applicable ESRI Support Services Policy.

ARTICLE 6—TERM AND TERMINATION

The license granted to Licensee by this Agreement shall commence upon the acceptance of this Agreement and shall continue until such time that (i) Licensee elects in writing to discontinue use of the Software, Data, or Documentation and terminates this Agreement or (ii) ESRI terminates this Agreement upon written notice to Licensee for Licensee's material breach. Upon termination of this Agreement, Licensee shall uninstall, remove, and destroy all Software, Data, and Documentation, and any whole or partial copies, modifications, or merged portions in any form and execute and deliver evidence of such destruction to ESRI, which evidence shall be in a form acceptable to ESRI in its sole discretion except as necessary to comply with Records retention laws and requirements.

ARTICLE 7—LIMITED WARRANTIES AND DISCLAIMERS

7.1 Limited Warranties—For a period of ninety (90) days from the later of the date of keycode issuance or date of delivery of the Software, Data, or Documentation to Licensee, ESRI represents and warrants that (i) the unmodified Software will substantially conform to the published Documentation and (ii) the media upon which the Software, Data, and Documentation is provided will be free from defects in materials and workmanship under normal use and service.

7.2 Data Disclaimer—If included under this Agreement, the Data has been obtained from sources believed to be reliable, but its accuracy and completeness are not guaranteed. The Data may contain some nonconformities, defects, errors, or omissions. ESRI AND ITS LICENSOR(S) MAKE NO WARRANTY WITH RESPECT TO THE DATA. Without limiting the generality of the preceding sentence, ESRI and its licensor(s) do not warrant that the Data will meet Licensee's needs or expectations, the use of the Data will be uninterrupted, or that all nonconformities can or will be corrected. ESRI and its licensor(s) are not inviting reliance on this Data, and Licensee should always verify actual Data including, but not limited to, map, spatial, raster, and tabular information.

7.3 General Disclaimer—EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, ESRI DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT. ESRI DOES NOT WARRANT THAT THE SOFTWARE, DATA, OR DOCUMENTATION WILL MEET LICENSEE'S NEEDS, OR THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED.

LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT BETA AND EVALUATION SOFTWARE IS DELIVERED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT. LICENSEE ASSUMES ALL RISK AS TO THE QUALITY AND PERFORMANCE OF THE BETA AND EVALUATION SOFTWARE.

7.4 Exclusive Remedy—Licensee's exclusive remedy and ESRI's entire liability for breach of the limited warranties set forth in this Article 7 shall be limited, at ESRI's sole discretion, to (i) replacement of any defective media; (ii) repair, correction, or a work-around for the Software subject to the ESRI Support Services Policy; or (iii) return of the license fees paid by Licensee for the Software, Data, or Documentation that does not meet ESRI's Limited Warranty, provided that Licensee uninstalls, removes, and destroys all copies of the Software, Data, or Documentation and executes and delivers to ESRI a Certification of Destruction in a form acceptable to ESRI except as necessary to comply with Records retention laws and requirements.

ARTICLE 8—LIMITATION OF LIABILITY

8.1 Disclaimer of Certain Types of Liability—IN NO EVENT SHALL ESRI OR ITS LICENSOR(S) BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; OR COMMITMENTS IN CONNECTION WITH ANY BUSINESS, LOSS OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF THE SOFTWARE, DATA, OR DOCUMENTATION, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT ESRI OR ITS LICENSOR(S) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

8.2 General Limitation of Liability—IN NO EVENT WILL ESRI'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT

(INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, EXCEED THE AMOUNTS PAID TO ESRI BY LICENSEE FOR SOFTWARE, DATA, OR DOCUMENTATION PURSUANT TO THIS AGREEMENT.

8.3 Applicability of Disclaimers and Limitations—Licensee agrees that the limitations of liability and disclaimers set forth in this Agreement will apply regardless of whether Licensee has accepted the Software, Data, or Documentation or any other product or service delivered by ESRI. The parties agree that ESRI has set its prices and entered into this Agreement in reliance upon the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

ARTICLE 9—INFRINGEMENT INDEMNITY

9.1 ESRI shall defend, indemnify, and hold harmless Licensee from and against any loss, liability, cost, or expense, including reasonable attorneys' fees, which may be incurred by Licensee against any claims, actions, or demands by a third party alleging that the Software, Data, or Documentation infringes a U.S. patent, copyright, or trademark provided

- (a) Licensee promptly notifies ESRI in writing of the claim thereof;
- (b) Any ESRI defense of any actions and negotiations related to the defense or settlement of any claim must be coordinated with the Office of the Attorney General for the State of Texas; and
- (c) Licensee cooperates fully in the defense of the claim.

9.2 If ESRI believes that the Software, Data, or Documentation is or will become the subject of an infringement claim, or in the event that use of the Software, Data, or Documentation is enjoined, ESRI, at its own expense, may either (i) obtain the right for Licensee to continue using the Software, Data, or Documentation or (ii) modify the Software, Data, or Documentation to make it noninfringing while maintaining substantially similar software functionality or data/informational content. If neither of such alternatives is commercially practical, the infringing items shall be returned to ESRI and ESRI's sole liability shall be to refund license fees paid by Licensee prorated over a five (5) year period.

9.3 ESRI shall have no obligation hereunder to defend Licensee or to pay any resulting costs, damages, or reasonable attorneys' fees for or with respect to any claims, actions, or demands alleging (i) infringement that arises by reason of combination of noninfringing items, however acquired, with any items not supplied by ESRI; (ii) infringement to the extent arising from material alteration of the Software, Data, or Documentation by anyone other than ESRI, its agents, or its contractors; (iii) the direct or contributory infringement of any process patent by Licensee through the use of the Software, Data, or Documentation other than a process patent that is necessarily infringed by the internal processes executed within the Software or Data itself when the Software or Data is executed for its intended purpose; (iv) continued allegedly infringing activity by Licensee after it has been notified of the possible infringement; or (v) continued allegedly infringing activity by Licensee to the extent it arises from failure of Licensee to use the updated or modified Software, Data, or Documentation provided by ESRI for avoiding infringement.

THE FOREGOING STATES THE ENTIRE OBLIGATION OF ESRI WITH RESPECT TO INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

ARTICLE 10—GENERAL PROVISIONS

10.1 Future Orders—All Software, Data, Documentation, or maintenance orders placed within one (1) year of this Agreement's execution date shall be licensed under the terms of this Agreement. Orders placed and Software, Data, and Documentation updates or upgrades provided after that time shall be governed by the then-current General License Terms and Conditions and Exhibit 1, the terms of which will be indicated on ESRI's Web site or enclosed in the deliverable's packaging, depending on the method of delivery.

10.2 Export Control Regulations—Licensee expressly acknowledges and agrees that Licensee shall not export, reexport, or provide the Software, Data, or Documentation, in whole or in part, to (i) any country to which the United States has embargoed goods; (ii) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Table of Denial Orders; or (iv) any person or entity where such export, reexport, or provision violates any U.S. export control law or regulation. Licensee shall not export the Software, Data, and/or Documentation or any underlying information or technology to any facility in violation of these or other applicable laws and regulations. Licensee represents and warrants that it is not a national, resident, located in or under the control of, or acting on behalf of any person, entity, or country subject to such U.S. export controls.

10.3 Commercial Terms and Conditions—This Agreement contains ESRI's commercial terms and conditions. Licensee's rights in the Software, Data, and Documentation are strictly limited to the uses granted by this Agreement. In the event any court, arbitrator, or board holds that the U.S. Government has greater rights to any portion of the Software, Data, or Documentation, such rights shall extend only to the portion(s) affected and use, duplication, or disclosure by the U.S. Government is subject to restrictions as provided in DFARS §227.7202-1(a) and §227.7202-3(a) (1995), DFARS §252.227-7013(c)(1)(ii) (OCT 1988), FAR §12.212(a) (1995), FAR §52.227-19 (June 1987), or FAR §52.227-14 (ALT III) (June 1987), as applicable. Licensee hereunder is exempt from federal excise and state sales, use and excise taxes.

10.4 Taxes and Fees, Shipping Charges—License fees quoted to Licensee are exclusive of any and all taxes or fees including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs, and shipping and handling charges.

10.5 No Implied Waivers—The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

10.6 Severability—The parties mutually agree that if any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

10.7 Counterparts—This Agreement may be executed in counterparts, all of which, taken together, shall be deemed one (1) original document.

10.8 Successor and Assigns—Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate its obligations under this Agreement without ESRI's prior written consent, and any attempt to do so without consent shall be void. This Agreement shall be binding upon the respective successors and assigns of the parties to this Agreement.

10.9 Survival of Terms—The provisions of Articles 6, 7, 8, 9, and 10 of this Agreement shall survive the expiration or termination of this Agreement for any reason. Nothing hereunder shall be construed to waive the State's sovereign immunity.

10.10 Equitable Relief—Licensee agrees that any breach of this Agreement by Licensee will cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, ESRI shall have the right to an injunction, specific performance, or other equitable relief in any court of competent jurisdiction to prevent violation of these terms and without the requirement of posting a bond or undertaking or proving injury as a condition for relief.

10.11 Governing Law, Arbitration —For disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used; the laws of the State of Texas shall govern this Contract; and nothing herein shall be construed to waive the State's sovereign immunity.

10.12 Other Terms and Conditions—Other terms and conditions are contained in DIR contract number DIR-VPC-03-004.



**EXHIBIT 1
SCOPE OF USE
(E300 6/02)**

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Upgrade for ArcView GIS 2.x for UNIX Licenses to ArcView GIS 3.3	\$495	\$495
Transfer of ArcView GIS 3.x for UNIX to ArcView GIS 3.x for Windows/Windows NT	\$500	\$500
ArcView Network Analyst Extension for UNIX Single User Licenses Qty. 1-5 (each)	\$2,495	\$2,246
ArcView Network Analyst Extension for UNIX Single User Licenses Qty. 6-25 (each)	\$2,246	\$2,121
ArcView Network Analyst Extension for UNIX Single User Licenses Qty. 26+ (each)	\$1,996	\$1,871
ArcView Network Analyst Extension for UNIX Multi License 10 Pack	\$21,208	\$19,960
ArcView Network Analyst Extension for UNIX License Primary Maintenance	\$500	\$500
ArcView Network Analyst Extension for UNIX License Secondary Maintenance	\$200	\$200
ArcView Tracking Analyst Extension for UNIX Single User Licenses Qty. 1-5 (each)	\$2,495	\$2,246
ArcView Tracking Analyst Extension for UNIX Single User Licenses Qty. 6-25 (each)	\$2,246	\$2,121
ArcView Tracking Analyst Extension for UNIX Single User Licenses Qty. 26+ (each)	\$1,996	\$1,871
ArcView Tracking Analyst Extension for UNIX Multi License 10 Pack	\$21,208	\$19,960
ArcView Tracking Analyst Extension for UNIX License Primary Maintenance	\$500	\$500
ArcView Tracking Analyst Extension for UNIX License Secondary Maintenance	\$200	\$200
ArcView Spatial Analyst Extension for UNIX Single User Licenses Qty. 1-5 (each)	\$2,995	\$2,696

	ArcView Spatial Analyst Extension for UNIX Single User Licenses Qty. 6-25 (each)	\$2,696	\$2,546
	ArcView Spatial Analyst Extension for UNIX Single User Licenses Qty. 26+ (each)	\$2,396	\$2,246
	ArcView Spatial Analyst Extension for UNIX Multi License 10 Pack	\$25,458	\$23,960
	ArcView Spatial Analyst Extension for UNIX License Primary Maintenance	\$500	\$500
	ArcView Spatial Analyst Extension for UNIX License Secondary Maintenance	\$200	\$200
	ArcView 3D Analyst Extension for UNIX Single User Licenses Qty. 1-5 (each)	\$2,995	\$2,696
	ArcView 3D Analyst Extension for UNIX Single User Licenses Qty. 6-25 (each)	\$2,696	\$2,546
	ArcView 3D Analyst Extension for UNIX Single User Licenses Qty. 26+ (each)	\$2,396	\$2,246
	ArcView 3D Analyst Extension for UNIX Multi License 10 Pack	\$25,458	\$23,960
	ArcView 3D Analyst Extension for Unix License Primary Maintenance	\$500	\$500
	ArcView 3D Analyst Extension for Unix License Secondary Maintenance	\$200	\$200
2.1(b)	Windows/Windows NT		
	ArcView GIS 3.x for Windows/Windows NT Single User Licenses Qty.(each seat)	\$1,195	\$890
	ArcView GIS 3.x for Windows/Windows NT Multi License 10 Pack	\$10,158	\$8,007
	ArcView GIS 3.x for Windows/Windows NT License Primary Maintenance	\$500	\$500
	ArcView GIS 3.x for Windows/Windows NT License Secondary Maintenance	\$300	\$300
	Upgrade for ArcView GIS 3.2 for Windows Licenses to ArcView GIS 3.3	\$99	\$99
	Upgrade for ArcView GIS 3.1 for Windows Licenses to ArcView GIS 3.3	\$395	\$395
	Upgrade for ArcView GIS 3.0 for Windows Licenses to ArcView GIS 3.3	\$395	\$395
	Upgrade for ArcView GIS 2.x for Windows Licenses to ArcView GIS 3.3	\$395	\$395
	ArcView Network Analyst Extension for Windows/Windows NT Licenses Qty. 1-5 (each)	\$1,495	\$1,346
	ArcView Network Analyst Extension for Windows/Windows NT Licenses Qty. 6-25 (each)	\$1,346	\$1,271
	ArcView Network Analyst Extension for Windows/Windows NT Licenses Qty. 26+ (each)	\$1,196	\$1,121
	ArcView Network Analyst Extension for Windows/Windows NT Multi License 10 Pack	\$12,708	\$11,960
	ArcView Network Analyst Extension for Windows/Windows NT License Primary Maintenance	\$500	\$500
	ArcView Network Analyst Extension for Windows/Windows NT License Secondary Maintenance	\$200	\$200
	ArcView Tracking Analyst Extension for Windows/Windows NT Licenses Qty. 1-5 (each)	\$1,495	\$1,346
	ArcView Tracking Analyst Extension for Windows/Windows NT Licenses Qty. 6-25 (each)	\$1,346	\$1,271
	ArcView Tracking Analyst Extension for Windows/Windows NT Licenses Qty. 26+ (each)	\$1,196	\$1,121
	ArcView Tracking Analyst Extension for Windows/Windows NT Multi License 10 Pack	\$12,708	\$11,960
	ArcView Tracking Analyst Extension for Windows/Windows NT License Primary Maintenance	\$500	\$500
	ArcView Tracking Analyst Extension for Windows/Windows NT License Secondary Maintenance	\$200	\$200
	ArcView Spatial Analyst Extension for Windows/Windows NT Single-User Licenses Qty. 1-5 (each)	\$2,495	\$2,246
	ArcView Spatial Analyst Extension for Windows/Windows NT Single-User Licenses Qty. 6-25 (each)	\$2,246	\$2,121
	ArcView Spatial Analyst Extension for Windows/Windows NT Single-User Licenses Qty. 26+ (each)	\$1,996	\$1,871
	ArcView Spatial Analyst Extension for Windows/Windows NT Multi License 10 Pack	\$21,208	\$19,960
	ArcView Spatial Analyst Upgrade 1.x to 2 for Windows/Windows NT	\$695	\$695
	ArcView Spatial Analyst Extension for Windows/Windows NT License Primary Maintenance	\$500	\$500
	ArcView Spatial Analyst Extension for Windows/Windows NT License Secondary Maintenance	\$200	\$200
	ArcView 3D Analyst Extension for Windows/Windows NT Single-User Licenses Qty. 1-5 (each)	\$2,495	\$2,246
	ArcView 3D Analyst Extension for Windows/Windows NT Single User Licenses Qty. 6-25 (each)	\$2,246	\$2,121
	ArcView 3D Analyst Extension for Windows/Windows NT Single User Licenses Qty. 26+ (each)	\$1,996	\$1,871
	ArcView 3D Analyst Extension for Windows/Windows NT Multi License 10 Pack	\$21,208	\$19,960
	ArcView 3D Analyst Extension for Windows/Windows NT License Primary Maintenance	\$500	\$500
	ArcView 3D Analyst Extension for Windows/Windows NT License Secondary Maintenance	\$200	\$200
	ArcView Image Analysis Extension for Windows/Windows NT Single User Licenses Qty. 1-5 (each)	\$2,495	\$2,246
	ArcView Image Analysis Extension for Windows/Windows NT Single User Licenses Qty. 6-25 (each)	\$2,246	\$2,121
	ArcView Image Analysis Extension for Windows/Windows NT Single User Licenses Qty. 26+ (each)	\$1,996	\$1,871
	ArcView Image Analysis Extension for Windows/Windows NT Multi License 10 Pack	\$21,208	\$19,960
	ArcView Image Analysis Extension for Windows/Windows NT License Primary Maintenance	\$500	\$500
	ArcView Image Analysis Extension for Windows/Windows NT License Secondary Maintenance	\$200	\$200
	Upgrade ArcView Image Analysis 1 to 1.1	\$199	\$199
2.2	ArcView StreetMap and StreetMap 2000		
	ArcView StreetMap 1.x for Windows/Windows NT License (U.S. data)	\$495	\$495
	Upgrade ArcView StreetMap 1 to 1.1 for Windows/Windows NT (U.S. data)	\$250	\$250
	ArcView StreetMap 2000 (U.S. data)	\$9,995	\$8,995
	ArcView StreetMap 2000 Annual Upgrade Subscription (U.S. data)	\$4,998	\$4,498
	Upgrade ArcView StreetMap 2000 1 to 1.1 (U.S. data)	\$5,500	\$5,500
2.3	ArcView Business Analyst (U.S. data)		
	ArcView Business Analyst License (U.S. data)	\$11,995	\$9,595
	ArcView Business Analyst Extension Pack License (U.S. data)	\$9,295	\$7,435
	ArcView Business Analyst State Government License (U.S. data)	\$11,995	\$9,595
	ArcView Business Analyst Extension Pack State Government License (U.S. data)	\$9,295	\$7,435
	ArcView Business Analyst Local Government License (U.S. data)	\$7,995	\$7,995

ArcView Business Analyst Extension Pack Local Government License (U.S. data)	\$6,995	\$6,995
Upgrade ArcView Business Analyst 1 or 1.1 to 1.1a per License (U.S. data)	\$4,500	\$4,500
Upgrade ArcView Business Analyst Extension Pack 1.1a per License (U.S. data)	\$3,500	\$3,500
ArcView Business Analyst Extension Maintenance (per License/Seat) (U.S. data)	\$4,000	\$4,000
ArcView Business Analyst Extension Pack Maintenance (per License/Seat) (U.S. data)	\$3,000	\$3,000
ArcView Business Analyst State Government Maintenance (per License/Seat)	\$3,200	\$3,200
ArcView Business Analyst State Government Extension Pack Maintenance (per License/Seat)	\$2,400	\$2,400
ArcView Business Analyst Local Government Maintenance (per License/Seat)	\$4,000	\$4,000
ArcView Business Analyst Local Government Extension Pack Maintenance (per License/Seat)	\$3,000	\$3,000
2.4 ArcPress for ArcView		
ArcPress for ArcView UNIX License	\$295	\$295
ArcPress for ArcView Windows/Windows NT License	\$295	\$295
3 MapObjects		
MapObjects Windows Edition Developer Kit (includes MapObjects-Windows Edition and 50 Deployments)	\$5,000	\$4,000
MapObjects-Java Standard Edition Developer Kit (includes MapObjects-Java Standard Edition and 50 Deployments)	\$5,000	\$4,000
Additional MapObjects Windows Edition Developer License	\$1,000	\$800
Additional MapObjects Java Standard Edition Developer License	\$1,000	\$800
25-Pak Additional MapObjects-Windows Edition Deployments	\$2,500	\$2,000
25-Pak Additional MapObjects-Java Standard Edition Deployments	\$2,500	\$2,000
Annual Renewal of MapObjects Internet Deployment License (for licenses obtained under a discontinued program)	\$1,000	\$1,000
MapObjects-Windows Limited Deployment Site License Kit	\$20,000	\$16,000
MapObjects-Java Limited Deployment Site License Kit	\$20,000	\$16,000
MapObjects-Windows Edition Developer Kit Maintenance Fee	\$1,000	\$1,000
MapObjects-Java Standard Edition Developer Kit Maintenance Fee	\$2,000	\$2,000
Additional MapObjects-Windows Edition Developer Licenses Maintenance Fee	\$200	\$200
Additional MapObjects-Java Standard Edition Developer Licenses Maintenance Fee	\$200	\$200
MapObjects-Windows Limited Deployment Site License Kit Maintenance Fee	\$3,000	\$3,000
MapObjects-Java Limited Deployment Site License Kit Maintenance Fee	\$4,000	\$4,000
Upgrade MapObjects Windows Edition 1.x to MapObjects 2.1 Development License	\$1,000	\$795
Upgrade MapObjects Windows Edition 2 to MapObjects Windows Edition 2.1 Development License	\$700	\$595
Upgrade for MapObjects Windows Edition 1.x Deployment License 10 Pack	\$1,000	\$1,000
MapObjects LT 2 License	\$1,000	\$1,000
3.8 MapObjects Windows Edition StreetMap Developers Kit (1 Development License and 50 Deployment Licenses)	\$595	\$595
Additional MapObjects Windows Edition StreetMap Deployments 25 Pack	\$50	\$50
Additional MapObjects Windows Edition StreetMap Development License	\$495	\$495
4 ArcSDE and SDE		
4.1 ArcSDE Installation Kit	\$400	\$320
4.2 ArcSDE 8 and SDE 3 Server and Processor License ArcSDE 8 Bundle (incl. License for 1 Server and 2 Processors, 5 Read and Write Connection Licenses	\$10,000	\$8,000
SDE 3 Bundle (incl. License for 1 Server and 2 Processors, 5 Read and Write Connection Licenses, 1 MapObjects Developer License, and 1 ArcView Single User License)	\$10,000	\$8,000
ArcSDE 8 or SDE 3 License for One Additional Processor	\$2,500	\$2,000
ArcSDE 8/SDE 3 Read and Write Server Connection License	\$1,000	\$800
ArcSDE 8/SDE 3 Read-Only Server Connection License	\$500	\$400
Primary Maintenance for ArcSDE 8 or SDE 3, 1 Server, 5 Connects	\$3,600	\$3,600
Secondary Maintenance for ArcSDE 8 or SDE 3 Server	\$1,500	\$1,500
Maintenance for ArcSDE 8 or SDE 3 Server License with 2 CPUs	\$3,000	\$3,000
Maintenance for ArcSDE 8 or SDE 3 Additional Processor License	\$500	\$500
Maintenance for ArcSDE 8/SDE 3 Read and Write Server Connection License	\$150	\$150
Maintenance for ArcSDE 8/SDE 3 Read-Only Server Connections License	\$150	\$150
5 ArcIMS		
5.1 ArcIMS Standard Edition Server/CPU License	\$7,500	\$6,000
ArcIMS Standard Edition Additional CPU License	\$5,000	\$4,000
ArcIMS Standard Edition Server/CPU Annual Maintenance Fee	\$1,500	\$1,500
ArcIMS Standard Edition Additional CPU Annual Maintenance Fee	\$1,000	\$1,000
5.2 ArcIMS Route Server License for one Server/CPU	\$3,000	\$2,400
Annual Maintenance Fee for ArcIMS Route Server License for one Server/CPU	\$600	\$600
ArcIMS Route Server Additional CPU License	\$1,500	\$1,200
Annual Maintenance Fee for ArcIMS Route Server Additional CPU License	\$300	\$300
Data Pack-Tele Atlas MultiNet USA License for one Server/CPU	\$10,000	\$10,000
Annual Update Fee-Data Pack-Tele Atlas MultiNet USA License for one Server/CPU	\$5,000	\$5,000
Data Pack-Tele Atlas MultiNet USA Additional CPU License	\$5,000	\$5,000

Annual Update Fee-Data Pack-Tele Atlas MultiNet USA Additional CPU License	\$2,500	\$2,500
Data Pack-GDT USA Data Pack License for up to 5,000,000 Transactions	\$10,000	\$10,000
Data Pack-GDT USA Data Pack License for up to 20,000,000 Transactions	\$25,000	\$25,000
Data Pack-GDT USA Data Pack License for up to 60,000,000 Transactions	\$75,000	\$75,000
6 Desktop Mapping Software		
6.1 PC ARC/INFO		
PC ARC/INFO Single User License	\$2,995	\$2,396
PC ARC/INFO 4.0 Upgrade per License	\$295	\$295
PC ARC/INFO Single User License Maintenance Fee	\$845	\$845
7 Business Applications Software		
7.1 ArcLogistics Route		
ArcLogistics Route for Windows/Windows NT Single User Licenses (U.S. data)	\$12,000	\$9,600
ArcLogistics Route Annual Maintenance Fee (U.S. data)	\$2,000	\$2,000
ArcLogistics Route Additional Service Area (U.S. data)	\$2,000	\$1,600
ArcLogistics Route No-Data License	\$10,000	\$8,000
Maintenance for ArcLogistics Route 3 No-Data License	\$1,000	\$1,000
7.2 BusinessMAP		
BusinessMAP PRO Single-User License (U.S. data)	\$130	\$121
BusinessMAP PRO Corporate Edition License (U.S. data)	\$500	\$450
7.3 RouteMAP IMS		
RouteMAP IMS Server/CPU License	\$3,000	\$2,400
RouteMAP IMS Additional CPU License	\$500	\$400
RouteMAP IMS Maintenance Server/CPU License	\$1,000	\$1,000
RouteMAP IMS Maintenance for Additional CPU License	\$500	\$500
RouteMAP IMS Data Pack USA Server/CPU License	\$3,000	\$2,400
RouteMAP IMS Data Pack USA Additional CPU License	\$500	\$400
RouteMAP IMS Data Pack USA Maintenance Server/CPU License	\$1,000	\$1,000
RouteMAP IMS Data Pack USA Maintenance for Additional CPU License	\$500	\$500
RouteMAP IMS Data Pack Dun & Bradstreet (D&B) Business Listing Server/CPU License	\$3,000	\$2,400
RouteMAP IMS Data Pack Dun & Bradstreet (D&B) Business Listing Additional CPU License	\$500	\$400
RouteMAP IMS Data Pack Dun & Bradstreet (D&B) Business Listing Maintenance Server/CPU License	\$1,000	\$1,000
RouteMAP IMS Data Pack Dun & Bradstreet (D&B) Business Listing Maintenance for Additional CPU	\$500	\$500
8 Other Software		
8.1 NetEngine		
NetEngine Standard Developer Kit (incl. 1 Developer Seat and 10 Deployment Licenses)	\$12,500	\$10,000
NetEngine Internet Developer Kit (Inc. 1 Developer Seat and 1 Network Server)	\$7,500	\$6,000
Additional Developer Seat	\$2,500	\$2,000
Additional Network Server Deployment License (12 Months, 1 Server)	\$5,000	\$4,000
NetEngine 10-Pak Deployment License	\$10,000	\$8,000
NetEngine Annual Renewal (Internet Developer Kit or Deployment License)	\$1,000	\$1,000
NetEngine Standard Developer Kit Upgrade 1.x to 1.2	\$1,500	\$1,500
NetEngine Internet Developer Kit Upgrade 1.x to 1.2	\$1,000	\$1,000
NetEngine Internet/Standard Developer Kit Annual Software Maintenance Fee	\$2,000	\$2,000
Additional Developer Seats Annual Software Maintenance Fee (each)	\$500	\$500
8.2 Maplex		
Maplex First Single User License	\$15,000	\$15,000
Maplex Second Single User License	\$14,000	\$14,000
Maplex Third Single User License	\$11,500	\$11,500
Maplex Single User License Annual Primary Maintenance Fee	\$3,750	\$3,750
Maplex Single User License Annual Secondary Maintenance Fee	\$1,500	\$1,500
8.3 Reserved		
8.4 ArcPad		
ArcPad Single User License	\$495	\$396
ArcPad Single User License Support	\$295	\$295
ArcPad Application Builder Single User License.	\$1,500	\$1,200
ArcPad Application Builder Primary Maintenance Fee	\$500	\$500
ArcPad Application Builder Secondary Maintenance Fee	\$300	\$300
ArcPad 5.x to ArcPad 6 Upgrade	\$150	\$150
ArcPad Developer Bundle	\$6,800	\$6,800
9 Software Media Kits and Hardware Keys		
Additional Windows/Windows NT Hardware Key	\$120	\$120
10 Reserved		
11 Reserved		
12 Software Support and Services		

12.1 ASAP Technical Support		
ArcView Network Analyst, or ArcView Tracking Analyst for Windows ASAP Support	\$349	\$349
PC ARC/INFO or ArcView 3D Analyst for Windows or ArcView Spatial Analyst/ArcView Image Analysis for Windows ASAP Support	\$595	\$595
ArcView 3D Analyst for UNIX or ArcView Spatial Analyst for UNIX ASAP Support	\$349	\$349
ArcView Network Analyst for UNIX or ArcView Tracking Analyst for UNIX ASAP Support	\$349	\$349
ArcView GIS for UNIX ASAP Support	\$549	\$549
ArcView GIS for Windows or Macintosh ASAP Support	\$349	\$349
12.2 Developer Support Program		
MapObjects Developers Pay-As-You-Go Support (per incident)	\$80	\$80
IMS Developers Priority Support	\$1,495	\$1,495
IMS Developers Pay-As-You-Go Support (per incident)	\$150	\$150
MapObjects LT Developers Priority Support	\$395	\$395
MapObjects LT Pay-As-You-Go Support (per incident)	\$60	\$60
ArcInfo Workstation Developers Priority Support	\$2,000	\$2,000
ArcInfo Workstation Developers Pay-As-You-Go Support (per incident)	\$175	\$175
ArcGIS Desktop Developers Priority Support	\$2,000	\$2,000
ArcGIS Desktop Developers Pay-As-You-Go Support	\$175	\$175
ArcView 3.x Desktop Developers Priority Support	\$795	\$795
ArcView 3.x Desktop Developers Pay-As-You-Go Support (per incident)	\$80	\$80
12.3 Complimentary User Conference Registration for Standard Maintenance		
Primary Maintenance for ArcInfo Floating License	1	1
Primary Maintenance for ArcInfo Node-Locked License	2	2
Maintenance for ArcSDE (or SDE 3) Server and Two Processor License	1	1
Maintenance for First Enterprise SDE Server License	1	1
Maintenance for First Workgroup SDE Package License	1	1
Maintenance for First SDE Enterprise or Extension Bundle	1	1
Maintenance for ArcSDE 3	1	1
Maintenance for ArcIMS Server/CPU License (limited to 1 per qualifying customer number)	1	1
Maintenance for First Floating ArcInfo University LAB KIT License	1	1
Maintenance for First Node-Locked ArcInfo University LAB KIT License	1	1
Maplex Maintenance Fee	1	1
ArcView GIS or Standard Maintenance Fee—per 25 Seats	1	1
Maintenance for ArcView 8.1 Single Use-per 25 Seats	1	1
Maintenance for ArcView 8.1 Concurrent-per 15 Seats	1	1
Maintenance for ArcEditor-per 10 Seats	1	1
12.4 Installation Services & Training		
Single Workstation Installation of ArcInfo and Extensions in USA	\$2,500	\$2,500
Multiple (up to 5) Workstation Installations of ArcInfo and Extensions at One Site in the USA	\$3,500	\$3,500
Standard Training per Person per Day at ESRI USA Training Centers	\$400	\$360
Standard Training per Instructor per Day at Client Site in USA	\$2,750	\$2,475
Nonstandard Training per Person per Day at ESRI USA Training Centers	\$450	\$405
Nonstandard Training Course at Client Site in USA	\$3,175	\$2,858
12.5 Virtual Campus		
ESRI Virtual Campus Training Course Pricing (4 to 7 modules) 1-4 Seats (each)	\$100	\$100
ESRI Virtual Campus Training Course Pricing (4 to 7 modules) 5-9 Seats (each)	\$95	\$95
ESRI Virtual Campus Training Course Pricing (4 to 7 modules) 10+ Seats (each)	\$90	\$90
ESRI Virtual Campus Subscription Pricing Education Subscriptions (for all Virtual Campus courses)		
Annual Premium Subscription 25 Seats	\$2,250	\$2,250
Annual Premium Subscriptions 50 Seats	\$4,250	\$4,250
Annual Premium Subscriptions 100 Seats	\$7,000	\$7,000
Annual Premium Subscriptions 500 Seats	\$30,000	\$30,000
Annual Premium Subscriptions 1,000 Seats	\$50,000	\$50,000
Annual Standard Subscriptions 25 Seats	\$2,125	\$2,125
Annual Standard Subscriptions 50 Seats	\$4,000	\$4,000
Annual Standard Subscriptions 100 Seats	\$6,000	\$6,000
Annual Standard Subscriptions 500 Seats	\$25,000	\$25,000
Annual Standard Subscriptions 1,000 Seats	\$40,000	\$40,000
13 Implementation Services Rates per hour PLUS travel and expenses (FY 2002)		
Senior Technical Designer	\$207	\$193
Technical Designer	\$179	\$156
Technical Analyst	\$138	\$122
Database Analyst	\$115	\$103

**APPENDIX D, CONTINUED
TIME AND MATERIALS RATE SCHEDULE**

Effective January 1, 2002

Hourly time and materials labor rates have been provided for each labor category for calendar year 2002. The hourly labor rates for services that are performed after year 2002 will be escalated seven and one-half percent (7.5%) each year. Other direct costs, such as computer, travel, reproduction, subcontractor, telecommunication/freight, or materials, will be charged a ten percent (10%) material handling fee and invoiced.

Senior Technical Designer

Hourly Rate: \$193/Hour

These staff are the senior technical staff at ESRI. They provide the overall technical vision and system architecture for large complex systems. They ensure that sound software engineering principles and life cycle methodologies are applied to projects. They are actively involved in systems architecture design, application software design, database process design, and all phases of coding including the conduct of design and code reviews. They may serve as the principal investigator in focused studies or research and development (R&D) projects. While staff in this category have broad technical knowledge of GIS applications and related technologies, they also provide specific expertise in areas such as Internet applications, data warehousing, spatial analysis, and modeling. They are proficient in ESRI® software languages, as well as third-generation programming languages, Internet markup languages, and other technologies.

Technical Designer

Hourly Rate: \$156/Hour

GIS system/software developers design technical project plans for the implementation of application software projects and database development projects. They oversee the day-to-day technical activities of the project team and ensure that appropriate systems methodologies are employed. They design and develop QA/QC programs and oversee design and code reviews, database reviews, and other QA/QC activities throughout the project life cycle. They will perform detailed software design, detailed database conversion design, and be directly involved in the coding and implementation of the more complex and strategic portions of application software and database conversion projects. They are proficient in ESRI software languages, as well as third-generation programming languages, Internet markup languages, and other technologies.

Technical Analyst

Hourly Rate: \$122/Hour

Staff in this category work independently to perform software coding and write software documentation to design specifications developed by senior staff. They also design and implement data conversion procedures. These staff also perform software and database quality control. They are very proficient in the coding of software and processing of digital databases. They are proficient in ESRI software languages, as well as third-generation programming languages, Internet markup languages, and other technologies.

Database Analyst

Hourly Rate: \$103/Hour

These staff provide database development support in creating cartographic and digital data products. Areas of expertise include performing data conversion, migration, and translation activities utilizing advanced processing techniques in ARC/INFO® and/or ArcInfo™ software. Additionally, these staff design and implement efficient production tools and coordinate work flow with project personnel.

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AI-25627

8.I.

HCSO-Extensions-Various Contracts-C-09-025-03-24, E-10-154-03-23 & E-10-142-03-16

CC CONSENT

Date: 03/15/2011
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

1. Requesting authority to exercise the additional one (1) year term extension/renewal as provided in contract for: "Purchase of Bulletproof Vests (Soft Body Armor)" for the Hidalgo County Sheriff's Office, under the same current rates, terms and conditions with LONE STAR UNIFORMS, INC. effective: 03/24/11 - 03/23/12.
2. Requesting authority to exercise the ninth (9th) year of the additional ten (10) one (1) year term extension as provided in contract for: "Housing of Inmates" for the Hidalgo County Sheriff's Office, under the same current rates, terms and conditions with LCS CORRECTIONS SERVICES, INC. effective: 03/31/11 - 03/30/12.
3. Requesting authority to exercise the third (3rd) & FINAL year of the additional three (3) one (1) year periods as provided in current contract for: "Service & Maintenance to the Adult Detention Electronic System" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with SECURE CONTROL SYSTEMS, LLC- effective 04/07/11 - 04/06/12.

BACKGROUND

Extension/Renewal Letter-LONE STAR UNIFORMS, INC.w/current Contract
Doc#C-09-025-03-24
Extension/Renewal Letter-LCS CORRECTIONS SERVICES w/current Contract
Doc#E-10-154-03-23
Extension/Renewal Letter-SECURE CONTROL SYSTEMS, LLC w/current Contract
Doc#E-10-142-03-16

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-421-00-280-001-0-611
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Item 1:
Available balance as of 3-9-11 \$113,901.45

FISCAL YEAR: 2011 ACCT. #: 1-1100-423-21-280-002-0-590
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Item 2:
Available balance as of 3-9-11 \$810,664.00

FISCAL YEAR: 2011 ACCT. #: 1-1100-423-21-280-002-0-431
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Item 3:
Available balance as of 3-9-11 \$44,075.85

Attachments

Link: [Extension Letter-Lone Star Uniforms Inc](#)
Link: [Current Contract Doc#C-09-025-03-24-Lone Star Uniforms Inc](#)
Link: [Letter of Extension-LCS Corrections Svcs](#)
Link: [Current Contract Doc#E-10-154-03-23-LCS Correction Svc](#)
Link: [Letter of Extension-Secure Control Svcs](#)
Link: [Current Contract Doc#E-10-142-03-16-Secure Control Svcs](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Darlene Betancourt	03/08/2011 02:23 PM	APRV
2	Budget & Management	Erika Zamora	03/08/2011 02:32 PM	APRV
3	Manuel Chapa	Manuel Chapa	03/09/2011 02:21 PM	APRV
4	Auditor's Office		03/10/2011 03:53 PM	NEW

Form Started By: Letty Saenz
Started On: 03/07/2011 03:41 PM
Final Approval Date: 03/10/2011



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

March 07, 2011

David Mitrani, Sales Representative
LONE STAR UNIFORMS, INC.
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Ph. (832) 237-8000

via email david@lonestaruniforms.com
via facsimile (832) 237-8008
Certified Mail # 7099 3220 0002 9744 6693

Re: **Extension to Contract No. C-09-025-03-24-"Purchase of Bulletproof Vests (Soft Body Armor)"-Hidalgo County Sheriff's Office**

Dear Mr. Mitrani

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the **additional One (1) Year period extension/renewal** as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the next Commissioners' Court meeting of March 16, 2010 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than March 7, 2011, via facsimile to (956) 956-318-2629 or email to : leticia.saenz@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,


Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

REQUIREMENTS AGREEMENT
C-09-025-03-24

THIS AGREEMENT (the "Agreement") is entered into effective as of the **24th** day of **March, 2009** by and between **Lone Star Uniforms, Inc.** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the "**Purchase of New Bulletproof Vests (Soft Body Armor)**", (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **two (2) years** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of **two (2) years, with the County's option to extend/renew for an additional one (1) year term.** This Contract shall commence on **March 24, 2009** and expire on **March 23, 2011** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof,

contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

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

If to Seller: Lone Star Uniforms, Inc.
Attn: Corine Fox, President
P. O. Box 692348
Houston, Texas 77269-2348

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

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

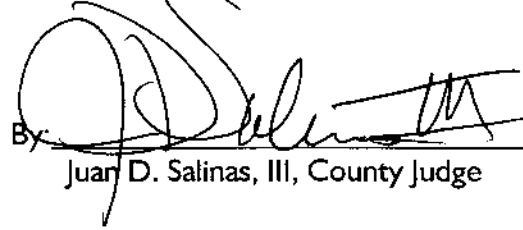
- g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
- h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- i. **Assignment.** This Agreement shall not be assignable.
- j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
- k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.
- l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.
- m. **Insurance.** Company shall provide, to the extent it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.
- n. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

- (1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.
- (2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

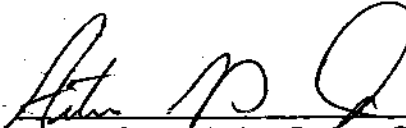
EXECUTED effective as of the day and year first above written.

COUNTY OF HIDALGO

By: 

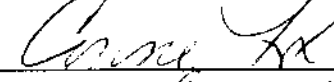
Juan D. Salinas, III, County Judge

ATTEST:



Arturo Guajardo Jr., County Clerk

COMPANY: Lone Star Uniforms, Inc.

By: 

Printed Name: Corina Fox
Title: President

APPROVED AS TO FORM:



By: Antonio Mendoza , Asst. District Attorney

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET



PURCHASING DEPARTMENT
County Of Hidalgo

February 23, 2009

Re: HIDALGO COUNTY
Request for Bids -"Purchase of New Bulletproof Vests (Soft Body Armors)"
Bid No.: 2009-025-03-11-SMA

Dear Gentlemen:

Enclosed please find a Request for Bid (RFB) packet for you review and consideration.

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

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures



PURCHASING DEPARTMENT
County Of Hidalgo

**REQUEST FOR BID (RFB) CHECKLIST
HIDALGO COUNTY
"PURCHASE OF NEW BULLET PROOF VESTS (SOFT BODY ARMORS)"
BID NO: 2009-025-03-11-SMA**

1. Request For Bid Letter, consists of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit "A" Specifications, consisting of 23 pages.
4. Exhibit "B" Bid Page, consisting of 2 pages.
5. Exhibit "C" Insurance Requirements, consisting of 5 pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 2 pages.
7. Vendor/Bidder Application and W-9 form, consisting of 7 pages.
8. Certification Regarding Debarment, consisting of 2 pages.
9. Draft Requirements Agreement, consisting of 5 pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing 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, *OPP*B
Hidalgo County Purchasing Agent

February 23, 2009

Date

REQUEST FOR BIDS

HIDALGO COUNTY “PURCHASE OF NEW BULLETPROOF VESTS (SOFT BODY ARMORS)”

**BID OPENING DATE:
March 11, 2009**

Contact Person:

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

956 318-2626

Form HCPD-03

1. Scaled bids will be received for **"HIDALGO COUNTY – PURCHASE OF NEW BULLETPROOF VESTS (SOFT BODY ARMORS)"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) Original and THREE (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB-2009-025-03-11-SMA- HIDALGO COUNTY – PURCHASE OF NEW BULLETPROOF VESTS (SOFT BODY ARMORS)"** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M., WEDNESDAY, March 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 "RFB-2009-025-03-11-SMA-HIDALGO COUNTY-PURCHASE OF NEW BULLETPROOF VESTS (SOFT BODY ARMORS)."**

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

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize

himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS:
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.
 - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
 - . If you need additional information call the office listed below:

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

16. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - **"HIDALGO COUNTY-PURCHASE OF NEW BULLETPROOF VESTS (SOFT BODY ARMORS)"**
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
2802 S. Business Hwy. 281
Edinburg, Texas 78539
956-318-2511

17. SCHEDULE OF EVENTS

Pre-Bid Conference, 10:00 AM	<u>March 2, 2009</u>
Bid Opening, 9:30 AM	<u>March 11, 2009</u>
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

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

- . If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- . Together with the signing of a contract or issuance of a purchase order

following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.

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

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

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

19. ETHICAL STANDARDS:

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

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

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

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of

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

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until: A.) the contract expires, B.) delivery and acceptance of products, and/or performance of services ordered, or C.)

terminated by County with thirty (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
 - A.) Meet schedules;
 - B.) Pay any required fees or taxes; or
 - C.) Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
“PURCHASE OF NEW BULLETPROOF VESTS (SOFT BODY ARMORS)”
BID NO.: 2009-025-03-11-SMA

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

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

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

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

Respectfully submitted,

Bidder: _____
Address: _____
By: _____
Printed Name: _____
Title: _____

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS

Hidalgo County
REQUEST FOR BIDS
"Purchase of New Bulletproof Vests (soft body armors)"
BID No. 2009-025-03-11-SMA

EXHIBIT "A"
HIDALGO COUNTY
"Purchase of New Bulletproof Vests" (soft body armors)
BID NO.: 2009-025-03-11-SMA
SPECIFICATIONS/REQUIREMENTS

LEVEL II AND IIIA BULLETPROOF VESTS (soft body armors)

INTRODUCTION:

Hidalgo County is currently soliciting to contract a qualified vendor that meets or exceeds all specification/requirements, terms and conditions for the purchase of Bulletproof Vests (body armors) on an "As Needed Basis". The product specification details the style and quality of **concealable soft bulletproof vests (body armors)** intended for use by male or female members. The vests shall be worn comfortably while being concealed under a shirt. All vests shall provide resistance against labeled projectile penetration while reducing resultant blunt trauma and vest distortion to acceptable levels. The successful vendor shall be required to supply the individual vests with applicable options and colors as ordered for male or female personnel.

LEVEL II VESTS
Option -A

1. SCOPE

The concealable body armor shall meet the NIJ STD. 0101.04 / NIJ 2005 Interim Requirements, Threat Level II. Bids based on body armor models made by manufacturers must be clearly identified as such, and bidders must include full product description, a complete bid sample, male and female, drawings and/or photographs, technical specifications.

Where the apparent low bidder has proposed an alternate product, that bidder shall demonstrate product equivalency to the satisfaction of the department. Evidence of equivalency shall be presented for each requirement of this specification, and the burden of such equivalency in entirety on the vendor. Any bidder may be required, at any time during the procurement process, to provide documentation proving compliance with any or all the terms of this specification.

Only body armor models, which have been tested by the National Institute of Justice (NIJ) National Law Enforcement Technology Center (NLETC), and found to comply with the requirements of NIJ STD. 0101.04 / NIJ 2005 Interim Requirements for Type II armor, shall be submitted under this specification.

Bids with multiple models, as alternates will be rejected.

2. SILENCE OF SPECIFICATIONS

Commercially accepted practices shall apply to any detail not covered in this specification and to any omission of this specification. Any omission or question of interpretation of the specification which affects the ballistic performance or integrity of the soft body armor being offered shall be addressed in writing and submitted with the bid.

3. PROTEST

Any protest based on the selection and performance criteria of this specification will be disregarded.

4. APPLICABLE DOCUMENTS

The following list of standards and specifications in effect on the date of this solicitation shall form a part of this specification.

1. National Institute of Justice, NIJ STD. 0101.04 / NIJ 2005 Interim Requirements, Ballistic Resistance of Police Body Armor
2. MIL-STD-662F, V50 Ballistic Test for Armor
3. ASTM D 6193, Standard Practices for Stitches and Seams.
4. ANSI/ISO/ ASQ Q9001-2000 Certification.

Requirements of this specification shall take precedence over the above referenced standards and specifications.

5. PURCHASE REQUIREMENT

The successful bidder must be a recognized wholesaler/retailer, who maintains a convenient location for measurement, fitting and service during regular business hours Monday through Friday or have a sales representative made available to measure at each County Department.

6. SPECIFIC QUANTITY

Hidalgo County has the right to determine quantity, if not otherwise specified in the procurement document. Of the total quantity purchased, both male and female products will be represented. The department retains the right to adjust the total quantities, while maintaining the

accepted bid price, without notification to vendor. The term of the contract, including extensions, and/or escalation clauses, shall be stated in the bid document.

7. DESIGN REQUIREMENTS

The Intended use of the soft body armor detailed herein is intended to be standard issue armor. It is intended for routine daily wear as an undergarment.

The soft body armor shall be designed to provide:

1. Light and thin NIJ certified armor in Level II.
2. High degree of concealment and comfort.
3. Minimum restriction of motion or mobility.
4. Optional carriers to allow for laundering and color changes.
5. Provide resistance against the labeled projectiles in accordance with the NIJ STD. 0101.04 /NIJ 2005 Interim Requirements.

8. GENERAL DESIGN

The ballistic panels of soft body armor meeting this specification shall provide thin, flexible, lightweight comfort utilizing high performance ballistic materials. The soft body armor shall be designed for regular daily wear as an undergarment. Therefore, vests shall be designed and constructed to provide (1) light and thin NIJ certified armor in Level II, (2) durability, (3) ease of cleaning, (4) minimum restriction of motion or mobility, and (5) the greatest amount of ballistic coverage consistent with comfort and concealment. The general configuration shall be the slipover vest type that covers the majority of the upper torso, including side coverage. Two removable/replaceable elastic shoulder straps and four removable/replaceable elastic waist straps with hook and pile fasteners shall provide proper positioning and comfort. The entire vest perimeter shall be curved. No sharp corners or straight edges shall be allowed.

The front ballistic panel shall cover the chest approximately up to the collar bone, have a scooped neck sufficient to maintain conceal ability when wearing an open collar shirt, extend downward to the waist but not far enough to "push up into the throat" when the wearer is seated, and extend around the sides to provide side protection. The biceps/chest region shall be cut with sufficient space to minimize irritation and restriction of arm movement during common duties such as the operation of motor vehicles. The outer shell carriers shall include front and rear 5"x8"/ 8" x 10" combination plate pockets designed to accommodate trauma, ballistic or blade inserts.

The rear ballistic panel shall cover the back of the torso from just above the shoulder blades down to a position above the waist belt. In addition, unless otherwise stated, the maximum gap at each side shall be two inches.

Female models shall be designed specifically for the female torso and shall have allowances for bust configuration.

Panels shall be equipped with an integral self suspending ballistic system (SSBS). The SSBS must provide direct support to the ballistic panels to keep them sagging and creasing at the bottom of the carrier.

Each piece of soft body armor shall include the following:

1. One (1) set of ballistic panels.
2. Integral Self Suspending Ballistic System (SSBS).
3. Four (4) removable/replaceable 4 point 2" elastic waist straps.
4. One (1) complete washable Carrier System, in color.
5. Front and Rear 5" x 8" / 8" x 10" Combo pockets.
6. One (1) trauma reduction inserts.
7. Two (2) removable/replaceable shoulder straps.

9. ADDITIONAL COMPLETE CARRIER SYSTEM

Selected Colors: tan, black or blue only

1. Integral Self Suspending Ballistic System (SSBS).
2. Four (4) removable/replaceable 4 point 2" elastic waist straps
3. Two (2) removable/replaceable shoulder straps
4. Front and Rear 5" x 8" / 8" x 10" Combo pockets.

10. BALLISTIC PANEL MATERIALS

All materials shall be new, unused and without flaws that affect appearance, durability and function. The ballistic panels shall be constructed of a matrix of woven Aramid fabric, Aramid UD and polyethylene UD. No other ballistic material shall be used.

As the department has selected these materials, any bids, which represent products manufactured from other materials, shall be rejected. Accordingly, all bidders shall include a letter from the manufacturer stating that the products being submitted for consideration are manufactured from 100% first quality woven Aramid fabric, Aramid UD and polyethylene UD.

11. PANEL CONSTRUCTION

All vests, which are submitted, shall represent armor, which in layer count, is uniform throughout the ballistic panel. Accordingly, any ballistic panel, which is not uniform, in layer count, throughout the entire ballistic package, shall be rejected.

It is the intent of Hidalgo County to procure the lightest weight, best performing personal armor available in relation to areal density, therefore, a vest section of 12" x 12" (one square foot), must not exceed 12.6 oz. (.79 lbs.) per square foot for NIJ level II.

12. BALLISTIC PANEL PERFORMANCE

V50 Performance

Each bidder shall submit V50 test reports for the vest being offered. The V50 test shall be performed in accordance with MIL-STD-662F using NIJ STD. 0101.04 / NIJ 2005 Interim Requirements test projectiles. The test must be performed by an independent laboratory approved by the National Institute of Justice (NIJ) National Law Enforcement Technology Center (NLETC) for testing in accordance with NIJ STD. 0101.04 / NIJ 2005 Interim Requirements. The V 50 test shall be against clay backing. V 50 reports, which represent testing without clay backing, shall be rejected. Vendor shall provide written certification that all V 50 testing is accomplished with clay backing; failure to provide certification shall be cause for rejection.

Test reports submitted by the bidder shall reflect the following minimum test results for a 12.6 oz. (.79 lbs.) per square foot test sample.

	9mm	357 Mag
V50 (fps)	1583	1600
V50 (m/s)	482	488
BFS (mm)	22	31
BFS (in)	.87	1.22

Bid submissions, which do not meet this requirement, will be rejected.

13. LABELING

Label material shall withstand normal wear and cleaning and remain readable during the entire warranted life of the armor or carrier.

All soft body armor shall be labeled in strict adherence to the labeling requirement set forth in NIJ STD. 0101.04/NIJ 2005 Interim Requirements. The ballistic panel labeling shall include, but not be limited to the following:

1. Name of Manufacture
2. Level of Protection
3. NIJ STD. 0101.04 / NIJ 2005 Interim Requirements
4. Date of Manufacture
5. Size
6. Serial Number
7. Model of Vest
8. Care Instructions

14. BALLISTIC PANEL COVER MATERIAL

Hidalgo County recognizes the importance of protecting the ballistic panel from exposure to environmental elements. Also, the department is aware that high degrees of "moisture Vapor Transmission" (WVT) through the ballistic panel cover may allow moisture to migrate into the fibrous structure of the ballistic panel thus causing a reduction in ballistic performance. **Therefore, potential bidders who offer ballistic panel covers that claim to "Breathe" or allow high levels of "Moisture Vapor Transmission" to pass through them will not be considered.** Hidalgo County will only consider armor systems that incorporate a Ballistic Panel Barrier System. The Barrier System must exhibit a high degree of water repellency and resistance to MVT. The Barrier system will have a water repellent treatment on its exposed surface that resists moisture and staining. In addition, the Barrier System will incorporate a Nano-Technology, Anti-Microbial/Anti-Fungal treatment that inhibits the growth of mold and bacteria. The interior of the Barrier System will incorporate an all weather film laminate technology to further enhance resistance to moisture migration and MVT. Hidalgo County will only accept offers from potential suppliers who can provide laboratory test reports indicating that the ballistic panel Barrier System being offered provides the following minimum protection on a per lot basis:

Characteristic	Requirement	Test Method
Determination of resistance to water penetration - Hydrostatic pressure test (mm)	> 10,000	ISO-811
Water Vapor Transmission (gms/sq mtr / 24 hrs)	< 550	ASTM E96 D (inverted)
Wet-flex after 24 hours	No delamination	BWW -24H
Resistance to water penetration after exposure to diesel fuel (psi)	>90 1/	ASTM D751
Resistance to water penetration after exposure to sea water (psi)	>100 1/	ASTM D751
Resistance to water penetration after exposure to alcohol (psi)	>100 1/	ASTM D751

**** Each fabric shall be completely submerged in particular fluid for a period of 24 hours and line-dried.**

15. VEST OUTER CARRIER MATERIAL

Removable Carrier

The machine washable carrier shall be removable from the ballistic panels for laundering. The carrier systems body side fabric shall consist of moisture wicking mesh. To eliminate uncomfortable body side seams and bulges, there shall be no zippers or hook & loop closures against the body. The exterior of the outer-shell will utilize Super-Suede Micro-Fiber (equal or better) with a mid-torso horizontal zipper for improved insertion and removal of the ballistic panel cover. Low profile loop will be used for strap attachment points to reduced bunching and pulling of the uniform shirt. The interior of the carrier at the shoulders shall have attachment points made of low profile loop to allow for internal suspension of the ballistic panel via tabs of hook. This enables the wearer to utilize separate external shoulder straps. In

addition, the carrier shall be designed so that it can accommodate the Self Suspending Ballistic System (SSBS). No substitutes will be accepted. The outer shell carriers shall include front and rear 5" x 8" / 8" x 10" combination plate pockets designed to accommodate trauma, ballistic or blade inserts. Carrier shall be manufactured from a dimensionally stable first quality material with less than 5% shrinkage. The outer side of the carrier shall be manufactured from first quality Super-Suede Micro-Fiber (equal or better), and have a Soil Resistant Finish (SRF). All fabrics shall have no visible fabric or color flaws.

16. QUALITY CONTROL

The awarded vendor must maintain a ANSI/ISO/ ASQ Q9001-2000 Certification quality program. The documented quality control system must be designed to insure the integrity and quality of the manufactured products. The quality control system shall control all manufacturing process and incoming raw materials. The vendor must have an in-house ballistic laboratory capable of performing ballistic testing of incoming raw materials and in-process samples. The vendor must have the capability of performing testing in accordance with MIL-STD-662F and NIJ STD. 0101.04 / NIJ 2005 Interim Requirements. Procedures for lot testing of incoming raw materials and in-process samples must be incorporated into the quality control system.

All incoming ballistic material shall undergo V50 ballistic lot tests in accordance with MIL-STD-662F. Every vest panel manufactured shall be inspected for material defects and proper ply counts. Every vest panel manufactured shall be subsequently inspected for proper ballistic panel stitching. Covers and accessories shall be re-inspected during manufacturing for defects at selected points during manufacturing to assure the absence of hidden defects in the final item.

In addition, each vest shall receive a final inspection prior to shipment. This inspection shall include a review of the quality control check sheet and confirm the product against the customer's order.

17. SERIAL NUMBERS

Each unit of soft body armor delivered shall have an individual serial number. Each serialized soft body armor shall be traceable to its original ballistic material lot number and ballistic material mill roll number. Additionally the soft body armor serial number shall be traceable to an Incoming material lot test and ballistic panel lay-up lot test.

18. LOT TESTING

All incoming ballistic material shall undergo V50 ballistic lot test in accordance with MIL-STD-662F except that the test will be conducted on clay backing which meets the requirements of NIJ STD. 0101.04 / NIJ 2005 Interim Requirements for backing material.

19. MEASUREMENTS AND FITTING:

Custom Measuring

Unless otherwise stated, individual measurements will be taken of each user. Each delivered vest shall fit in accordance with the following guidelines:

1. The side edges of the front and back ballistic panels shall be fit for within a two-inch (2") gap between panels during the initial custom fitting.
2. The bottom edge of the front ballistic panel shall be within inch (1") of the highest waist belt (usually the duty belt) measurement when the wearer is in a relaxed seated position.
3. The bottom edge of the back panel shall be within one-inch (1") of the highest waist belt (usually the duty belt) measurement when the wearer is in the standing position.

Female sizes are determined based on individual measurements, including bust size.

20. FIT AND ALTERATION POLICY

The vendor shall perform all required alterations of more than one inch within 30 days after original shipment of the product at no charge. Adjustments of an inch or less than an inch can be accomplished by utilizing the adjustable strap feature on the vest.

21. WARRANTIES:

1. Vendor shall warrant the ballistic panels to be free from defects in workmanship and materials for a minimum of five (5) years.
2. Vendor shall warrant the carriers to be free from defects in workmanship and materials for a minimum of two (2) years.
3. Any vest found to be defective during the warranty period shall be replaced by the Vendor at no cost to the County. Such replacement shall be within ten working days.
4. Ill-fitting ballistic resistant body armor vest(s) shall be viewed, re-measured, and altered if deemed necessary to comply with proper fit on officers, and shall be performed within thirty(30) calendar day of notification.
5. County shall notify vendor of ill-fitting or defective vests within forty (40) calendar days of receipt of goods.

22. PACKAGING

All soft body armor shall be packaged and shipped consistent with good commercial practices. Shipping Cartons: The soft body armor shall be packed into suitable corrugated cardboard box. The box shall allow for normal shipping without damage to the soft body armor.

23. DOCUMENTATION

The following documents, certifications, test-reports and samples must be included with the vendor's bid. Failure to submit the following shall be cause for rejection:

1. Models made by manufacturers must be clearly identified and shall include the following:
 - a. Full product description.

- b. Complete bid sample, male and female.
 - c. Drawings and/or photographs.
 - d. Technical specifications.
2. NIJ 0101.04 / NIJ 2005 Interim Requirements certification and test reports from an accredited laboratory for the vest being certified.
 3. V50 test reports performed in accordance with MIL-STD-662F. V50 testing must be accomplished with clay backing. V50 test reports must be submitted for the ballistic package for both NIJ calibers for that class.
 4. Quality Control Procedures.
 - a. Incoming materials
 - b. Lay-up configuration
 - c. In-process configuration
 - d. Testing verification
 - e. Inspection of ballistic panel stitching
 - f. Random final product inspection and continuous in-process surveillance
 - g. Quality Assurance training and indoctrination
 5. Documentation stating the coverage and limitations of the 5-year ballistic package warranty.
 6. Documentation stating the coverage and limitations of the 24-month outer-shell cover warranty.

Technical Specifications
Level II
Concealable Armor

Ballistic Material	Aramid fabric	Aramid UD	Polyethylene UD
NIJ	Level II		
Weight	12.6 Oz. / .79 lbs. Sq. Ft.		
Thickness	.15 inches		

	9mm	357 Mag
V50 (fps)	1583	1600
V50 (m/s)	482	488
BFS (mm)	22	31
BFS (in)	.87	1.22

LEVEL II VESTS

OPTION B

1. SCOPE

The concealable body armor shall meet the NIJ 0101.04 / NIJ 2005 Interim Requirements, for Threat Level II Bids based on body armor models made by manufacturers must be clearly identified as such, and bidders must include full product description, a complete bid sample, male and female, drawings and/or photographs, technical specifications.

Where the apparent low bidder has proposed an alternate product, that bidder shall demonstrate product equivalency to the satisfaction of the department. Evidence of equivalency shall be presented for each requirement of this specification, and the burden of such equivalency in entirety on the vendor. Any bidder may be required, at any time during the procurement process, to provide documentation proving compliance with any or all the terms of this specification.

Only body armor models, which have been tested by the National Institute of Justice (NIJ) National Law Enforcement Technology Center (NLETC), and found to comply with NIJ Standard 0101.04, Ballistic Resistance of Police Body Armor and NIJ 2005 Interim Requirements for Type II armor, shall be submitted under this specification. No exceptions.

Bids with multiple models, as alternates will be rejected.

2. SILENCE OF SPECIFICATIONS

Commercially accepted practices shall apply to any detail not covered in this specification and to any omission of this specification. Any omission or question of interpretation of the specification which affects the ballistic performance or integrity of the soft body armor being offered shall be addressed in writing and submitted with the bid.

3. PROTEST

Any protest based on the selection and performance criteria of this specification will be disregarded.

4. APPLICABLE DOCUMENTS

The following list of standards and specifications in effect on the date of this solicitation shall form a part of this specification.

1. National Institute of Justice, Standard NIJ-STD-0101.04, Ballistic Resistance of Police Body Armor/ NIJ 2005 Interim Requirements
2. MIL-STD-662F, V50 Ballistic Test for Armor
3. ASTM D 6193, Standard Practices for Stitches and Seams.
4. ANSI/ISO/ ASQ Q9001-2000 Certification

Requirements of this specification shall take precedence over the above referenced standards and specifications.

5. PURCHASE REQUIREMENTS

The successful bidder must be a recognized wholesaler/retailer, which maintains a convenient location for measurement, fitting and service during regular business hours Monday through Friday or have a sales representative made available to measure at each County Department.

6. SPECIFIC QUANTITY

Hidalgo County has the right to determine quantity, if not otherwise specified in the procurement document. Of the total quantity purchased, both male and female products will be represented. The department retains the right to adjust the total quantities, while maintaining the accepted bid price, without notification to vendor. The term of the contract, including extensions, and/or escalation clauses, shall be stated in the bid document.

7. DESIGN REQUIREMENTS

The Intended use of the soft body armor detailed herein is intended to be standard issue armor. It is intended for routine daily wear as an under garment.

The soft body armor shall be designed to provide:

1. Light and thin NIJ certified armor in Level II
2. A high degree of concealment and comfort.
3. Minimum restriction of motion or mobility.
4. Optional carriers to allow for laundering and color changes.
5. Provide resistance against the labeled projectiles in accordance with the NIJ Standard 0101.04. / NIJ 2005

8. GENERAL DESIGN

The ballistic panels of soft body armor meeting this specification shall provide thin, flexible, lightweight comfort utilizing high performance ballistic materials. The soft body armor shall be designed for regular daily wear as an undergarment. Therefore, vests shall be designed and

constructed to provide (1) light and thin NIJ certified armor in Level II, (2) durability, (3) ease of cleaning, (4) minimum restriction of motion or mobility, and (5) the greatest amount of ballistic coverage consistent with comfort and concealment. The general configuration shall be the slipover vest type that covers the majority of the upper torso, including side coverage. Two removable/replaceable elastic shoulder straps and four removable/replaceable elastic waist straps with hook and pile fasteners shall provide proper positioning and comfort. The entire vest perimeter shall be curved. No sharp corners or straight edges shall be allowed.

The front ballistic panel shall cover the chest approximately up to the collar bone, have a scooped neck sufficient to maintain conceal ability when wearing an open collar shirt, extend downward to the waist but not far enough to "push up into the throat" when the wearer is seated, and extend around the sides to provide side protection. The biceps/chest region shall be cut with sufficient space to minimize irritation and restriction of arm movement during common duties such as the operation of motor vehicles. The outer shell carriers shall include front and rear 5" x 8" / 8" x 10" combination plate pockets designed to accommodate trauma, ballistic or blade inserts.

The rear ballistic panel shall cover the back of the torso from just above the shoulder blades down to a position above the waist belt. In addition, unless otherwise stated, the maximum gap at each side shall be two inches.

Female models shall be designed specifically for the female torso and shall have allowances for bust configuration.

Panels shall be equipped with an integral self suspending ballistic system (SSBS). The SSBS must provide direct support to the ballistic panels to keep them sagging and creasing at the bottom of the carrier.

Each piece of soft body armor shall include the following:

1. One (1) set of ballistic panels.
2. Integral self suspending ballistic system (SSBS).
3. Removable 4 point 2" elastic waist straps
4. One (1) complete washable Carrier System.
5. Front and Rear 5" x 8" / 8" x 10" Combo pockets.
6. One (1) Trauma Reduction insert.

9. ADDITIONAL COMPLETE CARRIER SYSTEM

Selected Colors: tan, black or blue only

1. Integral self suspending ballistic system (SSBS)
2. Removable 4 point 2" elastic waist straps
3. Front and Rear 5" x 8" / 8" x 10" Combo pockets

10. BALLISTIC PANEL MATERIALS

All materials shall be new, unused and without flaws that affect appearance, durability and function. The ballistic panels shall be constructed of a matrix of Woven Para-Aramid fabric. No other ballistic material shall be used.

As the department has selected these materials, any bids, which represent products manufactured from other materials, shall be rejected. Accordingly, all bidders shall include a letter from the manufacturer stating that the products being submitted for consideration are manufactured from 100% first quality Woven Para-Aramid fabric

11. PANEL CONSTRUCTION

All vests, which are submitted, shall represent armor, which in layer count, is uniform throughout the ballistic panel. Accordingly, any ballistic panel, which is not uniform, in layer count, throughout the entire ballistic package, shall be rejected.

It is the intent of Hidalgo County to procure the lightest weight, best performing personal armor available in relation to Areal density, therefore, a vest section of 12" x 12" (one square foot), must not exceed 10.6 oz. (.66 lbs.) per square foot for NIJ level II. Sample weights are (+/- 5%).

12. BALLISTIC PANEL PERFORMANCE

V50 Performance

Each bidder shall submit V50 test reports for the vest being offered. The V50 test shall be performed in accordance with MIL-STD-662F using NIJ Standard 0101.04 test projectiles. The test must be performed by an independent laboratory approved by the National Institute of Justice (NIJ) National Law Enforcement Technology Center (NLETC) for testing in accordance with NIJ Standard 0101.04. The V 50 test shall be against clay backing. V 50 reports, which represent testing without clay backing, shall be rejected. Vendor shall provide written certification that all V 50 testing is accomplished with clay backing; failure to provide certification shall be cause for rejection. Test reports submitted by the bidder shall reflect the following minimum test results for an 10.6 oz. (.66 lbs.) per square foot test sample. Sample weights are (+/- 5%). Blunt trauma reduction is also an important aspect of armor design. Low back face signature (BFS) should result in reduced blunt trauma injury.

	9mm	357 Mag
V50 (fps)	1664	1644
V50 (m/s)	507	501
BFS (mm)	32	39
BFS (in)	1.26	1.53

Bid submissions, which do not meet this requirement, will be rejected.

13. LABELING

Label material shall withstand normal wear and cleaning and remain readable during the entire warranted life of the armor or carrier.

All soft body armor shall be labeled in strict adherence to the labeling requirement set forth in NIJ Standard 0101.04 / NIJ 2005 Interim Requirements. The ballistic panel labeling shall include, but not be limited to the following:

1. Name of Manufacture
2. Level of Protection
3. NIJ 2005 Interim Requirements
4. Date of Manufacture
5. Size
6. Serial Number
7. Model of Vest
8. Care Instructions

14. BALLISTIC PANEL COVER MATERIAL

Hidalgo County recognizes the importance of protecting the ballistic panel from exposure to environmental elements. Also, the department is aware that high degrees of "moisture Vapor Transmission" (WVT) through the ballistic panel cover may allow moisture to migrate into the fibrous structure of the ballistic panel thus causing a reduction in ballistic performance. **Therefore, potential bidders who offer ballistic panel covers that claim to "Breathe" or allow high levels of "Moisture Vapor Transmission" to pass through them will not be considered.** Hidalgo County will only consider armor systems that incorporate a Ballistic Panel Barrier System. The Barrier System must exhibit a high degree of water repellency and resistance to MVT. The Barrier system will have a water repellant treatment on its exposed surface that resists moisture and staining. In addition, the Barrier System will incorporate a Nano-Technology, Anti-Microbial/Anti-Fungal treatment that inhibits the growth of mold and bacteria. The interior of the Barrier System will incorporate an all weather film laminate technology to further enhance resistance to moisture migration and MVT. This department will only accept offers from potential suppliers who can provide laboratory test reports indicating that the ballistic panel Barrier System being offered provides the following minimum protection on a per lot basis:

Characteristic	Requirement	Test Method
Determination of resistance to water penetration - Hydrostatic pressure test (mm)	> 10,000	ISO-811
Water Vapor Transmission (gms/sq mtr / 24 hrs)	< 550	ASTM E96 D (inverted)
Wet-flex after 24 hours	No delamination	BWW -24H
Resistance to water penetration after exposure to diesel fuel (psi)	>90 <u>l</u>	ASTM D751
Resistance to water penetration after exposure to sea water (psi)	>100 <u>l</u>	ASTM D751
Resistance to water penetration after exposure to alcohol (psi)	>100 <u>l</u>	ASTM D751

*** Each fabric shall be completely submerged in particular fluid for a period of 24 hours and line-dried.*

15. VEST OUTER CARRIER MATERIAL

Removable Carrier

The machine washable carrier shall be removable from the ballistic panels for laundering. The carrier systems body side fabric shall consist of smooth fit micro-fiber with Nano Technology micro-encapsulated phase change temperature regulation and Anti-Microbial bacteria, mold and mildew deterrent. To eliminate uncomfortable body side seams and bulges, there shall be no zippers or hook & loop closures against the body. The exterior of the outer-shell will utilize Super-Suede Micro-Fiber (same as or better) with a mid-torso horizontal zipper for improved insertion and removal of the ballistic panel cover. Low profile loop will be used for strap attachment points to reduced bunching and pulling of the uniform shirt. The interior of the carrier at the shoulders shall have attachment points made of low profile loop to allow for internal suspension of the ballistic panel via tabs of hook. This enables the wearer to utilize separate external shoulder straps. In addition, the carrier shall be designed so that it can accommodate the Self Suspending Ballistic System (SSBS). **No substitutes will be accepted.** The outer shell carriers shall include front and rear 5" x 8" / 8" x 10" combination plate pockets designed to accommodate trauma, ballistic or blade inserts.

Carrier shall be manufactured from a dimensionally stable first quality material with less than 5% shrinkage. The outer side of the carrier shall be manufactured from first quality Super-Suede Micro-Fiber (same as or better), and have a Soil Resistant Finish (SRF). All fabrics shall have no visible fabric or color flaws.

16. QUALITY CONTROL

The awarded vendor must maintain a ANSI/ISO/ ASQ Q9001-2000 Certification quality program. The documented quality control system must be designed to insure the integrity and quality of the manufactured products. The quality control system shall control all manufacturing process and incoming raw materials. The vendor must have an in-house ballistic laboratory capable of performing ballistic testing of incoming raw materials and in-process samples. The vendor must have the capability of performing testing in accordance with MIL-STD-662F and NIJ Standard 0101.04. Procedures for lot testing of incoming raw materials and in-process samples must be incorporated into the quality control system.

All incoming ballistic material shall undergo V50 ballistic lot tests in accordance with MIL-STD-662F with exception of using a clay backing conditioned in accordance with the requirements of NIJ 0101.04.

Every vest panel manufactured shall be inspected for material defects, proper ply counts, and for proper ballistic panel stitching. Covers and accessories shall be re-inspected during manufacturing for defects at selected points during manufacturing to assure the absence of hidden defects in the final item.

In addition, each vest shall receive a final inspection prior to shipment. This inspection shall include a review of the quality control check sheet and confirm the product against the customer's order.

17. SERIAL NUMBERS

Each unit of soft body armor delivered shall have an individual serial number. Each serialized soft body armor shall be traceable to its original ballistic material lot number and ballistic material mill roll number. Additionally the soft body armor serial number shall be traceable to an incoming material lot test and ballistic panel lay-up lot test.

18. LOT TESTING

All incoming ballistic material shall undergo V50 ballistic lot test in accordance with MIL-STD-662F except that the test will be conducted on clay backing which meets the requirements of NIJ Standard 0101.04 for backing material.

19. MEASUREMENTS AND FITTING:

Custom Measuring

Unless otherwise stated, individual measurements will be taken of each user. Each delivered vest shall fit in accordance with the following guidelines:

1. The side edges of the front and back ballistic panels shall be fit for within a two-inch (2") gap between panels during the initial custom fitting.
2. The bottom edge of the front ballistic panel shall be within inch (1") of the highest waist belt (usually the duty belt) measurement when the wearer is in a relaxed seated position.
3. The bottom edge of the back panel shall be within one-inch (1") of the highest waist belt (usually the duty belt) measurement when the wearer is in the standing position.

Female sizes are determined based on individual measurements, including bust size.

20. FIT AND ALTERATION POLICY

The manufacturer shall perform all required alterations of more than one inch within 30 days after original shipment of the product at no charge. Adjustments of an inch or less than an inch can be accomplished by utilizing the adjustable strap feature on the vest.

21. WARRANTIES:

1. Vendor shall warrant the ballistic panels to be free from defects in workmanship and materials for a minimum of five (5) years.
2. Vendor shall warrant the carriers to be free from defects in workmanship and materials for a minimum of two (2) years.
3. Any vest found to be defective during the warranty period shall be replaced by the Vendor at no cost to the County. Such replacement shall be within ten working days.
4. Ill-fitting ballistic resistant body armor vest(s) shall be viewed, re-measured, and altered if deemed necessary to comply with proper fit on officers, and shall be performed within thirty(30) calendar days of notification.
5. County shall notify vendor of ill-fitting or defective vests within forty (40) calendar days of receipt of goods.

22. PACKAGING

All soft body armor shall be packaged and shipped consistent with good commercial practices.

Shipping Cartons: The soft body armor shall be packed into suitable corrugated cardboard box. The box shall allow for normal shipping without damage to the soft body armor.

23. DOCUMENTATION

The following documents, certifications, test-reports and samples must be included with the vendor's bid. Failure to submit the following shall be cause for rejection:

1. Models made by manufacturers must be clearly identified and shall include the following:
 - a. Full product description.
 - b. Complete bid sample, male and female.
 - c. Drawings and/or photographs.
 - d. Technical specifications.
2. NIJ 0101.04 / NIJ 2005 Interim Requirements certification and test reports from an accredited laboratory for the vest being certified.
3. V50 test reports performed in accordance with MIL-STD-662F. V50 testing must be accomplished with clay backing.
 - a. V50 test reports must be submitted for the ballistic package for both NIJ calibers for that class.
4. Quality Control Procedures.
 - a. Incoming materials

- b. Lay-up configuration
 - c. In-process configuration
 - d. Testing verification
 - e. Inspection of ballistic panel stitching
 - f. Random final product inspection and continuous in-process surveillance
 - g. Quality Assurance training and indoctrination
5. Documentation stating the coverage and limitations of the 5-year ballistic package warranty.
 6. Documentation stating the coverage and limitations of the 24-month outer-shell cover warranty.

**Technical Specifications
Level II
Concealable Armor**

Ballistic Material	Woven Aramid
NIJ	Level II
Weight	10.6 Oz. / .66 lbs. Sq. Ft. (+/- 5%)
Thickness	.18 inches (+/- 5%)

	9mm	357 Mag
V50 (fps)	1664	1644
V50 (m/s)	507	501
BFS (mm)	32	39
BFS (in)	1.26	1.53

LEVEL IIIA VESTS OPTION A

1. SCOPE

The soft body armor system shall meet the NIJ STD. 0101.04 / NIJ 2005 Interim Requirements, Threat Level IIIA. Bids based on body armor models made by manufacturers must be clearly identified as such, and bidders must include full product description, a complete bid sample, male and female, drawings and/or photographs, technical specifications.

Where the apparent low bidder has proposed an alternate product, that bidder shall demonstrate product equivalency to the satisfaction of the department. Evidence of equivalency shall be presented for each requirement of this specification, and the burden of such equivalency in entirety on the vendor. Any bidder may be required, at any time during the procurement process, to provide documentation proving compliance with any or all the terms of this specification.

Only body armor models, which have been tested by the National Institute of Justice (NIJ) National Law Enforcement Technology Center (NLETC), and found to comply with the requirements of NIJ STD. 0101.04 / NIJ 2005 Interim Requirements for Type IIIA armor, shall be submitted under this specification.

Bids with multiple models, as alternates will be rejected.

2. SILENCE OF SPECIFICATIONS

Commercially accepted practices shall apply to any detail not covered in this specification and to any omission of this specification. Any omission or question of interpretation of the specification which affects the ballistic performance or integrity of the soft body armor being offered shall be addressed in writing and submitted with the bid.

3. PROTEST

Any protest based on the selection and performance criteria of this specification will be disregarded.

4. APPLICABLE DOCUMENTS

The following list of standards and specifications in effect on the date of this solicitation shall form a part of this specification.

1. National Institute of Justice, NIJ STD. 0101.04 / NIJ 2005 Interim Requirements, Ballistic Resistance of Police Body Armor
2. MIL-STD-662F, V50 Ballistic Test for Armor
3. ASTM D 6193, Standard Practices for Stitches and Seams.
4. ANSI/ISO/ ASQ Q9001-2000 Certification.

Requirements of this specification shall take precedence over the above referenced standards and specifications.

5. PURCHASE REQUIREMENTS

The successful bidder must be a recognized wholesaler/retailer, which maintains a convenient location for measurement, fitting and service during regular business hours Monday through Friday or have a sales representative made available to measure at each County Department.

6. SPECIFIC QUANTITY

Hidalgo County has the right to determine quantity, if not otherwise specified in the procurement document. Of the total quantity purchased, both male and female products will be represented. The department retains the right to adjust the total quantities, while maintaining the accepted bid price, without notification to vendor. The term of the contract, including extensions, and/or escalation clauses, shall be stated in the bid document.

7. DESIGN REQUIREMENTS

The intended use of the soft body armor system detailed herein is intended to be standard issue armor. It is intended for routine daily wear as an undergarment or as the ballistic inserts in a tactical outer garment.

The soft body armor shall be designed to provide:

1. Light and thin NIJ certified armor in Level IIIA.
2. A high degree of concealment and comfort.
3. Minimum restriction of motion or mobility.
4. Optional carriers to allow for laundering and color changes.
5. Provide resistance against the labeled projectiles in accordance with the NIJ STD. 0101.04 / NIJ 2005 Interim Requirements.

8. GENERAL DESIGN

The ballistic panels of soft body armor system meeting this specification shall provide thin, flexible, lightweight comfort utilizing high performance ballistic materials. The soft body armor system shall be designed for regular daily wear as an undergarment or in a tactical garment. Therefore, vests shall be designed and constructed to provide (1) light and thin NIJ certified armor in Level IIIA, (2) durability, (3) ease of cleaning, (4) minimum restriction of motion or mobility, and (5) the greatest amount of ballistic coverage consistent with comfort and mobility.

1. CONCEALABLE DESIGN

The ballistic panels of soft body armor meeting this specification shall provide thin, flexible, lightweight comfort utilizing high performance ballistic materials. The soft body armor shall be designed for regular daily wear as an undergarment. Therefore, vests shall be designed and constructed to provide (1) light and thin NIJ certified armor in Level IIIA, (2) durability, (3) ease of cleaning, (4) minimum restriction of motion or mobility, and (5) the greatest amount of ballistic coverage consistent with comfort and concealment. The general configuration shall be the slipover vest type that covers the majority of the upper torso, including side coverage. Two removable/replaceable elastic shoulder straps and four removable/replaceable elastic waist straps with hook and pile fasteners shall provide proper positioning and comfort. The entire vest perimeter shall be curved. No sharp corners or straight edges shall be allowed.

The front ballistic panel shall cover the chest approximately up to the collar bone, have a scooped neck sufficient to maintain conceal ability when wearing an open collar shirt, extend downward to the waist but not far enough to "push up into the throat" when the wearer is seated, and extend around the sides to provide side protection. The biceps/chest region shall be cut with sufficient space to minimize irritation and restriction of arm movement during common duties such as the operation of motor vehicles. The outer shell carriers shall include front and rear 5" x 8" / 8" x 10" combination plate pockets designed to accommodate trauma, ballistic or blade inserts. The rear ballistic panel shall cover the back of the torso from just above the shoulder blades down to a position above the waist belt. In addition, unless otherwise stated, the maximum gap at each side shall be two inches.

Female models shall be designed specifically for the female torso and shall have allowances for bust configuration.

Panels shall be equipped with an integral self suspending ballistic system (SSBS). The SSBS must provide direct support to the ballistic panels to keep them sagging and creasing at the bottom of the carrier.

Each piece of soft body armor shall include the following:

1. One (1) set of ballistic panels.
2. Integral Self Suspending Ballistic System (SSBS).
3. Four (4) removable/replaceable 4 point 2" elastic waist straps.
4. One (1) complete washable Carrier System.
5. Front and Rear 5" x 8" / 8" x 10" Combo pockets.
6. One (1) trauma reduction insert.
7. Two (2) removable/replaceable shoulder straps.

9. ADDITIONAL COMPLETE CARRIER SYSTEM

Selected Colors: tan, black or blue only

1. Integral Self Suspending Ballistic System (SSBS).
2. Four (4) removable/replaceable 4 point 2" elastic waist straps.
3. Front and Rear 5" x 8" / 8" x 10" Combo pockets.
4. Two (2) removable/replaceable shoulder straps.

10. BALLISTIC PANEL MATERIALS

All materials shall be new, unused and without flaws that affect appearance, durability and function. The ballistic panels shall be constructed of a matrix of woven Aramid fabric, Aramid UD and polyethylene UD. No other ballistic material shall be used.

As the department has selected these materials, any bids, which represent products manufactured from other materials, shall be rejected. Accordingly, all bidders shall include a letter from the manufacturer stating that the products being submitted for consideration are manufactured from 100% first quality woven Aramid fabric, Aramid UD and polyethylene UD.

11. PANEL CONSTRUCTION

All vests, which are submitted, shall represent armor, which in layer count, is uniform throughout the ballistic panel. Accordingly, any ballistic panel, which is not uniform, in layer count, throughout the entire ballistic package, shall be rejected.

It is the intent of Hidalgo County to procure the lightest weight, best performing personal armor available in relation to areal density, therefore, a vest section of 12" x 12" (one square foot), must not exceed 14.4oz. (.90 lbs.) per square foot for NIJ level IIIA. (+/- 5%)

12. BALLISTIC PANEL PERFORMANCE

V50 Performance

Each bidder shall submit V50 test reports for the vest being offered. The V50 test shall be performed in accordance with MIL-STD-662F using NIJ STD. 0101.04 / NIJ 2005 Interim Requirements test projectiles. The test must be performed by an independent laboratory approved by the National Institute of Justice (NIJ) National Law Enforcement Technology Center (NLETC) for testing in accordance with NIJ STD. 0101.04 / NIJ 2005 Interim Requirements. The V 50 test shall be against clay backing. V 50 reports, which represent testing without clay backing, shall be rejected. Vendor shall provide written certification that all V 50 testing is accomplished with clay backing; failure to provide certification shall be cause for rejection.

Test reports submitted by the bidder shall reflect the following minimum test results for a 14.4oz. (.90 lbs.) per square foot test sample. (+/- 5%). Bid submissions, which do not meet this requirement, will be rejected.

	9mm	44 Mag
V50 (fps)	1863	1643
V50 (m/s)	568	501
BFS (mm)	30	42
BFS (in)	1.18	1.65

13. LABELING

Label material shall withstand normal wear and cleaning and remain readable during the entire warranted life of the armor or carrier.

All soft body armor shall be labeled in strict adherence to the labeling requirement set forth in NIJ STD. 0101.04 / NIJ 2005 Interim Requirements. The ballistic panel labeling shall include, but not be limited to the following:

1. Name of Manufacture
2. Level of Protection
3. NIJ STD. 0101.04 / NIJ 2005 Interim Requirements
4. Date of Manufacture
5. Size
6. Serial Number
7. Model of Vest
8. Care Instructions

14. BALLISTIC PANEL COVER MATERIAL

Hidalgo County recognizes the importance of protecting the ballistic panel from exposure to environmental elements. Also, The County is aware that high degrees of "moisture Vapor Transmission" (WVT) through the ballistic panel cover may allow moisture to migrate into the fibrous structure of the ballistic panel thus causing a reduction in ballistic performance. **Therefore, potential bidders who offer ballistic panel covers that claim to "Breathe" or allow high levels of "Moisture Vapor Transmission" to pass through them will not be considered.** Hidalgo County will only consider armor systems that incorporate a Ballistic Panel Barrier System. The Barrier System must exhibit a high degree of water repellency and resistance to MVT. The Barrier system will have a water repellent treatment on its exposed surface that resists moisture and staining. In addition, the Barrier System will incorporate a Nano-Technology, Anti-Microbial/Anti-Fungal treatment that inhibits the growth of mold and bacteria. The interior of the Barrier System will incorporate an all weather film laminate technology to further enhance resistance to moisture migration and MVT. Hidalgo County will only accept offers from potential suppliers who can provide laboratory test reports indicating that the ballistic panel Barrier System being offered provides the following minimum protection on a per lot basis:

Characteristic	Requirement	Test Method
Determination of resistance to water penetration - Hydrostatic pressure test (mm)	> 10,000	ISO-811
Water Vapor Transmission (gms/sq mtr / 24 hrs)	< 550	ASTM E96 D (inverted)
Wet-flex after 24 hours	No delamination	BWW -24H
Resistance to water penetration after exposure to diesel fuel (psi)	>90 1/	ASTM D751
Resistance to water penetration after exposure to sea water (psi)	>100 1/	ASTM D751
Resistance to water penetration after exposure to alcohol (psi)	>100 1/	ASTM D751

** Each fabric shall be completely submerged in particular fluid for a period of 24 hours and line-dried.

15. VEST OUTER CARRIER MATERIAL

Removable Carrier

The machine washable carrier shall be removable from the ballistic panels for laundering. The carrier systems body side fabric shall consist of moisture wicking mesh. To eliminate uncomfortable body side seams and bulges, there shall be no zippers or hook & loop closures against the body. The exterior of the outer-shell will utilize Super-Suede Micro-Fiber (same as or better) with a mid-torso horizontal zipper for improved insertion and removal of the ballistic panel cover. Low profile loop will be used for strap attachment points to reduced bunching and pulling of the uniform shirt. The interior of the carrier at the shoulders shall have attachment points made of low profile loop to allow for internal suspension of the ballistic panel via tabs of hook. This enables the wearer to utilize separate external shoulder straps. In addition, the carrier shall be designed so that it can accommodate the Self Suspending Ballistic System (SSBS). **No substitutes will be accepted.** The outer shell carriers shall include front and rear 5" x 8" / 8" x 10" combination plate pockets designed to accommodate trauma, ballistic or blade inserts. Carrier shall be manufactured from a dimensionally stable first quality material with less than 5% shrinkage. The outer side of the carrier shall be manufactured from first quality Super-Suede Micro-Fiber (same as or better), and have a Soil Resistant Finish (SRF). All fabrics shall have no visible fabric or color flaws.

16. QUALITY CONTROL

The awarded vendor must maintain a ANSI/ISO/ ASQ Q9001-2000 Certification quality program. The documented quality control system must be designed to insure the integrity and quality of the manufactured products. The quality control system shall control all manufacturing process and incoming raw materials. The vendor must have an in-house ballistic laboratory capable of performing ballistic testing of incoming raw materials and in-process samples. The vendor must have the capability of performing testing in accordance with MIL-STD-662F and NIJ STD. 0101.04 / NIJ 2005 Interim Requirements. Procedures for lot testing of incoming raw materials and in-process samples must be incorporated into the quality control system.

All incoming ballistic material shall undergo V50 ballistic lot tests in accordance with MIL-STD-662F.

Every vest panel manufactured shall be inspected for material defects and proper ply counts. Every vest panel manufactured shall be subsequently inspected for proper ballistic panel stitching. Covers and accessories shall be re-inspected during manufacturing for defects at selected points during manufacturing to assure the absence of hidden defects in the final item.

In addition, each vest shall receive a final inspection prior to shipment. This inspection shall include a review of the quality control check sheet and confirm the product against the customer's order.

17. SERIAL NUMBERS

Each unit of soft body armor delivered shall have an individual serial number. Each serialized soft body armor shall be traceable to its original ballistic material lot number and ballistic material mill roll number. Additionally the soft body armor serial number shall be traceable to an incoming material lot test and ballistic panel lay-up lot test.

18. LOT TESTING

All incoming ballistic material shall undergo V50 ballistic lot test in accordance with MIL-STD-662F except that the test will be conducted on a clay backing which meets the requirements of NIJ STD. 0101.04 / NIJ 2005 Interim Requirements for backing material.

19. MEASUREMENTS AND FITTING:

Concealable Custom Measuring

Unless otherwise stated, individual measurements will be taken of each user. Each delivered vest shall fit in accordance with the following guidelines:

1. The side edges of the front and back ballistic panels shall be fit for within a two-inch (2") gap between panels during the initial custom fitting.
2. The bottom edge of the front ballistic panel shall be within inch (1") of the highest waist belt (usually the duty belt) measurement when the wearer is in a relaxed seated position.
3. The bottom edge of the back panel shall be within one-inch (1") of the highest waist belt (usually the duty belt) measurement when the wearer is in the standing position.

Female sizes are determined based on individual measurements, including bust size.

20. FIT AND ALTERATION POLICY

The vendor shall perform all required alterations of more than one inch within 30 days after original shipment of the product at no charge. Adjustments of an inch or less than an inch can be accomplished by utilizing the adjustable strap feature on the vest.

21. WARRANTIES:

1. Vendor shall warrant the ballistic panels to be free from defects in workmanship and materials for a minimum of five (5) years.
2. Vendor shall warrant the carriers to be free from defects in workmanship and materials for a minimum of two (2) years.
3. Any vest found to be defective during the warranty period shall be replaced by the Vendor at no cost to the County. Such replacement shall be within ten working days.
4. Ill-fitting ballistic resistant body armor vest(s) shall be viewed, re-measured, and altered if deemed necessary to comply with proper fit on officers, and shall be performed within thirty(30) calendar days of notification.
5. County shall notify vendor of ill-fitting or defective vests within forty (40) calendar days of receipt of goods.

22. PACKAGING

All soft body armor shall be packaged and shipped consistent with good commercial practices. Shipping Cartons: The soft body armor shall be packed into suitable corrugated cardboard box. The box shall allow for normal shipping without damage to the soft body armor.

23. DOCUMENTATION

The following documents, certifications, test-reports and samples must be included with the vendor's bid. Failure to submit the following shall be cause for rejection:

1. Models made by manufacturers must be clearly identified and shall include the following:
 - a. Full product description.
 - b. Complete bid sample, male and female.
 - c. Drawings and/or photographs.
 - d. Technical specifications.
2. NIJ 0101.04 / NIJ 2005 Interim Requirements certification and test reports from an accredited laboratory for the vest being certified.
3. V50 test reports performed in accordance with MIL-STD-662F. V50 testing must be accomplished with clay backing. A V50 test reports must be submitted for the ballistic package for both NIJ calibers for that class.
4. Quality Control Procedures.
 - a. Incoming materials
 - b. Lay-up configuration
 - c. In-process configuration
 - d. Testing verification

- e. Inspection of ballistic panel stitching
 - f. Random final product inspection and continuous in-process surveillance
 - g. Quality Assurance training and indoctrination
5. Documentation stating the coverage and limitations of the 5-year ballistic package warranty.
 6. Documentation stating the coverage and limitations of the 24-month outer-shell cover warranty.

Technical Specifications
Level IIIA
Concealable /Tactical Armor System

Ballistic Material	Aramid fabric - Aramid UD	Polyethylene UD
NIJ Level	IIIA	
Weight	14.4 Oz. / .90 lbs. Sq. Ft. (+/- 5%)	
Thickness	190 inches	

	9mm	44 Mag
V50 (fps)	1863	1643
V50 (m/s)	568	501
BFS (mm)	30	42
BFS (in)	1.18	1.65

LEVEL IIIA VESTS OPTION B

1. SCOPE

The soft body armor system shall meet NIJ 0101.04 / NIJ 2005 Interim Requirements, for Threat Level IIIA. Bids based on body armor models made by manufacturers must be clearly identified as such, and bidders must include full product description, a complete bid sample, male and female, drawings and/or photographs, technical specifications.

Where the apparent low bidder has proposed an alternate product, that bidder shall demonstrate product equivalency to the satisfaction of the department. Evidence of equivalency shall be presented for each requirement of this specification, and the burden of such equivalency in entirety on the vendor. Any bidder may be required, at any time during the procurement process, to provide documentation proving compliance with any or all the terms of this specification.

Only body armor models, which have been tested by the National Institute of Justice (NIJ) National Law Enforcement Technology Center (NLETC), and found to comply with NIJ Standard 0101.04, Ballistic Resistance of Police Body Armor and NIJ 2005 Interim Requirements for Type IIIA armor, shall be submitted under this specification. No exceptions.

Bids with multiple models, as alternates will be rejected.

2. SILENCE OF SPECIFICATIONS

Commercially accepted practices shall apply to any detail not covered in this specification and to any omission of this specification. Any omission or question of interpretation of the specification which affects the ballistic performance or integrity of the soft body armor being offered shall be addressed in writing and submitted with the bid.

3. PROTEST

Any protest based on the selection and performance criteria of this specification will be disregarded.

4. APPLICABLE DOCUMENTS

The following list of standards and specifications in effect on the date of this solicitation shall form a part of this specification.

1. National Institute of Justice, Standard NIJ-STD-0101.04, Ballistic Resistance of Police Body Armor / NIJ 2005 Interim Requirements
2. MIL-STD-662F, V50 Ballistic Test for Armor
3. ASTM D 6193, Standard Practices for Stitches and Seams.
4. ANSI/ISO/ ASQ Q9001-2000 Certification

Requirements of this specification shall take precedence over the above referenced standards and specifications.

5. PURCHASE REQUIREMENTS

The successful bidder must be a recognized wholesaler/retailer, which maintains a convenient location for measurement, fitting and service during regular business hours Monday through Friday or have a sales representative made available to measure at each County Department.

6. SPECIFIC QUANTITY

Hidalgo County has the right to determine quantity, if not otherwise specified in the procurement document. Of the total quantity purchased, both male and female products will be represented. The department retains the right to adjust the total quantities, while maintaining the accepted bid price, without notification to vendor. The term of the contract, including extensions, and/or escalation clauses, shall be stated in the bid document.

7. DESIGN REQUIREMENTS

The intended use of the soft body armor system detailed herein is intended to be standard issue armor. It is intended for routine daily wear as an undergarment or as the ballistic inserts in a tactical outer garment.

The soft body armor shall be designed to provide:

1. Light and thin NIJ certified armor in Level IIIA.
2. A high degree of concealment and comfort.
3. Minimum restriction of motion or mobility.
4. Optional carriers to allow for laundering and color changes.
5. Provide resistance against the labeled projectiles in accordance with the NIJ Standard 0101.04. / NIJ 2005

8. GENERAL DESIGN

The ballistic panels of soft body armor system meeting this specification shall provide thin, flexible, lightweight comfort utilizing high performance ballistic materials. The soft body armor system shall be designed for regular daily wear as an undergarment or in a tactical garment. Therefore, vests shall be designed and constructed to provide (1) light and thin NIJ certified armor in Level IIIA, (2) durability, (3) ease of cleaning, (4) minimum restriction of motion or mobility, and (5) the greatest amount of ballistic coverage consistent with comfort and mobility.

1. CONCEALABLE DESIGN

The ballistic panels of soft body armor meeting this specification shall provide thin, flexible, lightweight comfort utilizing high performance ballistic materials. The soft body armor shall be designed for regular daily wear as an undergarment. Therefore, vests shall be designed and constructed to provide (1) light and thin NIJ certified armor in Level IIIA, (2) durability, (3) ease of cleaning, (4) minimum restriction of motion or mobility, and (5) the greatest amount of ballistic coverage consistent with comfort and concealment. The general configuration shall be the slipover vest type that covers the majority of the upper torso, including side coverage. Two removable/replaceable elastic shoulder straps and four removable/replaceable elastic waist straps with hook and pile fasteners shall provide proper positioning and comfort. The entire vest perimeter shall be curved. No sharp corners or straight edges shall be allowed.

The front ballistic panel shall cover the chest approximately up to the collar bone, have a scooped neck sufficient to maintain conceal ability when wearing an open collar shirt, extend downward to the waist but not far enough to "push up into the throat" when the wearer is seated, and extend around the sides to provide side protection. The biceps/chest region shall be cut with sufficient space to minimize irritation and restriction of arm movement during common duties such as the operation of motor vehicles. The outer shell carriers shall include front and rear 5" x 8" / 8" x 10" combination plate pockets designed to accommodate trauma, ballistic or blade inserts.

The rear ballistic panel shall cover the back of the torso from just above the shoulder blades down to a position above the waist belt. In addition, unless otherwise stated, the maximum gap at each side shall be two inches.

Female models shall be designed specifically for the female torso and shall have allowances for bust configuration.

Panels shall be equipped with an integral self suspending ballistic system (SSBS). The SSBS must provide direct support to the ballistic panels to keep them sagging and creasing at the bottom of the carrier.

Each piece of soft body armor shall include the following:

1. One (1) set of ballistic panels.
2. Integral self suspending ballistic system (SSBS).
3. Removable 4 point 2" elastic waist straps
4. One (1) complete washable Carrier System
5. Front and Rear 5" x 8" / 8" x 10" Combo pockets.
6. One (1) Trauma Reduction insert.

9. ADDITIONAL COMPLETE CARRIER SYSTEM

Selected Colors: tan, black or blue only

1. Integral self suspending ballistic system (SSBS).
2. Removable 4 point 2" elastic waist straps
3. Front and Rear 5" x 8" / 8" x 10" Combo pockets.

10. BALLISTIC PANEL MATERIALS

All materials shall be new, unused and without flaws that affect appearance, durability and function.

The ballistic panels shall be constructed of a matrix of Aramid UD, Woven Para-Aramid fabric, and Polyethylene UD. No other ballistic material shall be used.

As the department has selected these materials, any bids, which represent products manufactured from other materials, shall be rejected. Accordingly, all bidders shall include a letter from the manufacturer stating that the products being submitted for consideration are manufactured from 100% first quality Aramid UD, Woven Para-Aramid fabric, and Polyethylene UD.

11. PANEL CONSTRUCTION

All vests, which are submitted, shall represent armor, which in layer count, is uniform throughout the ballistic panel. Accordingly, any ballistic panel, which is not uniform, in layer count, throughout the entire ballistic package, shall be rejected.

It is the intent of Hidalgo County to procure the lightest weight, best performing personal armor available in relation to Areal density, therefore, a vest section of 12" x 12" (one square foot), must not exceed 14.0 oz. (.88 lbs.) per square foot for NIJ level IIIA. Sample weights are (+/- 5%).

12. BALLISTIC PANEL PERFORMANCE

V50 Performance

Each bidder shall submit V50 test reports for the vest being offered. The V50 test shall be performed in accordance with MIL-STD-662F using NIJ Standard 0101.04 test projectiles. The test must be performed by an independent laboratory approved by the National Institute of Justice (NIJ) National Law Enforcement Technology Center (NLETC) for testing in accordance with NIJ Standard 0101.04. The V 50 test shall be against clay backing. V 50 reports, which represent testing without clay backing, shall be rejected. Vendor shall provide written certification that all V 50 testing is accomplished with clay backing; failure to provide certification shall be cause for rejection. Test reports submitted by the bidder shall reflect the following minimum test results for a 14.0 oz. (.88 lbs.) per square foot test sample. Blunt trauma reduction is an important aspect of armor design. Sample weights are (+/- 5%). Blunt trauma reduction is also an important aspect of armor design.

	9mm	44 Mag
V50 (fps)	1822	1690
V50 (m/s)	555	515
BFS (mm)	28	42
BFS (in)	1.10	1.65

Special Threat Performance

In addition, each bidder shall submit V50 test reports for the vest being offered for the Special Threats listed below and shall reflect the following minimum test results.

9mm 115gr S&B	9mm 127gr SXT	357sig 125gr	2gr RCC	4gr RCC	16gr RCC	17gr FSP	64gr RCC
1799	na	1744	2567	2319	2012	1882	1696

Bid submissions, which do not meet these ballistic performance requirement, will be rejected.

13. LABELING

Label material shall withstand normal wear and cleaning and remain readable during the entire warranted life of the armor or carrier. All soft body armor shall be labeled in strict adherence to the labeling requirement set forth in NIJ Standard 0101.04 / NIJ 2005 Interim Requirements. The ballistic panel labeling shall include, but not be limited to the following:

1. Name of Manufacture
2. Level of Protection
3. NIJ 2005 Interim Requirements
4. Date of Manufacture
5. Size
6. Serial Number
7. Model of Vest
8. Care Instructions

14. BALLISTIC PANEL COVER MATERIAL

This department recognizes the importance of protecting the ballistic panel from exposure to environmental elements. Also, the department is aware that high degrees of "moisture Vapor Transmission" (WVT) through the ballistic panel cover may allow moisture to migrate into the fibrous structure of the ballistic panel thus causing a reduction in ballistic performance. **Therefore, potential bidders who offer ballistic panel covers that claim to "Breathe" or allow high levels of "Moisture Vapor Transmission" to pass through them will not be considered.** This department will only consider armor systems that incorporate a Ballistic Panel Barrier System. The Barrier System must exhibit a high degree of water repellency and resistance to MVT. The Barrier system will have a water repellant treatment on its exposed surface that resists moisture and staining. In addition, the Barrier System will incorporate a Nano-Technology, Anti-Microbial/Anti-Fungal treatment that inhibits the growth of mold and bacteria. The interior of the Barrier System will incorporate an all weather film laminate technology to further enhance resistance to moisture migration and MVT. This department will only accept offers from potential suppliers who can provide laboratory test reports indicating that the ballistic panel Barrier System being offered provides the following minimum protection on a per lot basis:

Characteristic	Requirement	Test Method
Determination of resistance to water penetration - Hydrostatic pressure test (mm)	> 10,000	ISO-811
Water Vapor Transmission (grms/sq mtr / 24 hrs)	< 550	ASTM E96 D (inverted)
Wet-flex after 24 hours	No delamination	BWW -24H
Resistance to water penetration after exposure to diesel fuel (psi)	>90 <u>1/</u>	ASTM D751
Resistance to water penetration after exposure to sea water (psi)	>100 <u>1/</u>	ASTM D751
Resistance to water penetration after exposure to alcohol (psi)	>100 <u>1/</u>	ASTM D751

**** Each fabric shall be completely submerged in particular fluid for a period of 24 hours and line-dried.**

15. CONCEALABLE VEST OUTER CARRIER MATERIAL

Removable Carrier

The machine washable carrier shall be removable from the ballistic panels for laundering. The carrier systems body side fabric shall consist of smooth fit SFT™ micro-fiber with Nano Technology micro-encapsulated phase change temperature regulation and Anti-Microbial bacteria, mold and mildew deterrent. To eliminate uncomfortable body side seams and bulges, there shall be no zippers or hook & loop closures against

the body. The exterior of the outer-shell will utilize Super-Suede Micro-Fiber with a mid-torso horizontal zipper for improved insertion and removal of the ballistic panel cover. Low profile loop will be used for strap attachment points to reduced bunching and pulling of the uniform shirt. The interior of the carrier at the shoulders shall have attachment points made of low profile loop to allow for internal suspension of the ballistic panel via tabs of hook. This enables the wearer to utilize separate external shoulder straps. In addition, the carrier shall be designed so that it can accommodate the Self Suspending Ballistic System (SSBS). The outer shell carriers shall include front and rear 5" x 8" / 8" x 10" combination plate pockets designed to accommodate trauma, ballistic or blade inserts. *The outer-shell shall incorporate ThorShield™ technology to provide protection against TASER® devices and other similar types of Electro-Muscular Disruption (EMD) shock weapons. Outer shells that do not incorporate ThorShield™ technology will not be accepted.*

Carrier shall be manufactured from a dimensionally stable first quality material with less than 5% shrinkage. The outer side of the carrier shall be manufactured from first quality Super-Suede Micro-Fiber, and have a Soil Resistant Finish (SRF). All fabrics shall have no visible fabric or color flaws.

16. QUALITY CONTROL

The awarded vendor must maintain a ANSI/ISO/ ASQ Q9001-2000 Certification quality program. The documented quality control system must be designed to insure the integrity and quality of the manufactured products. The quality control system shall control all manufacturing process and incoming raw materials. The vendor must have an in-house ballistic laboratory capable of performing ballistic testing of incoming raw materials and in-process samples. The vendor must have the capability of performing testing in accordance with MIL-STD-662F and NIJ Standard 0101.04. Procedures for lot testing of incoming raw materials and in-process samples must be incorporated into the quality control system.

All incoming ballistic material shall undergo V50 ballistic lot tests in accordance with MIL-STD-662F with exception of using a clay backing conditioned in accordance with the requirements of NIJ 0101.04.

Every vest panel manufactured shall be inspected for material defects, proper ply counts, and for proper ballistic panel stitching. Covers and accessories shall be re-inspected during manufacturing for defects at selected points during manufacturing to assure the absence of hidden defects in the final item.

In addition, each vest shall receive a final inspection prior to shipment. This inspection shall include a review of the quality control check sheet and confirm the product against the customer's order.

17. SERIAL NUMBERS

Each unit of soft body armor delivered shall have an individual serial number. Each serialized soft body armor shall be traceable to its original ballistic material lot number and ballistic material mill roll number. Additionally the soft body armor serial number shall be traceable to an incoming material lot test and ballistic panel lay-up lot test.

18. LOT TESTING

All incoming ballistic material shall undergo V50 ballistic lot test in accordance with MIL-STD-662F except that the test will be conducted on clay backing which meets the requirements of NIJ Standard 0101.04 for backing material.

19. MEASUREMENTS AND FITTING:

Concealable Custom Measuring

Unless otherwise stated, individual measurements will be taken of each user. Each delivered vest shall fit in accordance with the following guidelines:

1. The side edges of the front and back ballistic panels shall be fit for within a two-inch (2") gap between panels during the initial custom fitting.
2. The bottom edge of the front ballistic panel shall be within inch (1") of the highest waist belt (usually the duty belt) measurement when the wearer is in a relaxed seated position.
3. The bottom edge of the back panel shall be within one-inch (1") of the highest waist belt (usually the duty belt) measurement when the wearer is in the standing position.

Female sizes are determined based on individual measurements, including bust size.

20. FIT AND ALTERATION POLICY

The manufacturer shall perform all required alterations of more than one inch within 30 days after original shipment of the product at no charge. Adjustments of an inch or less than an inch can be accomplished by utilizing the adjustable strap feature on the vest.

21. WARRANTIES:

1. Vendor shall warrant the ballistic panels to be free from defects in workmanship and materials for a minimum of five (5) years.
2. Vendor shall warrant the carriers to be free from defects in workmanship and materials for a minimum of two (2) years.
3. Any vest found to be defective during the warranty period shall be replaced by the Vendor at no cost to the County. Such replacement shall be within ten working days.
4. Ill-fitting ballistic resistant body armor vest(s) shall be viewed, re-measured, and altered if deemed necessary to comply with proper fit on officers, and shall be performed within thirty(30) calendar days of notification.

County shall notify vendor of ill-fitting or defective vests within forty (40) calendar days of receipt of goods

22. PACKAGING

All soft body armor shall be packaged and shipped consistent with good commercial practices.

Shipping Cartons: The soft body armor shall be packed into suitable corrugated cardboard box. The box shall allow for normal shipping without damage to the soft body armor.

23. DOCUMENTATION

The following documents, certifications, test-reports and samples must be included with the vendor's bid. Where one manufacturer is bidding through multiple vendors, the manufacturer may submit the appropriate paperwork on behalf of all vendors. Failure to submit the following shall be cause for rejection:

1. Models made by manufacturers must be clearly identified and shall include the following:
 - a. Full product description.
 - b. Complete bid sample, male and female.
 - c. Drawings and/or photographs.
 - d. Technical specifications.
2. NIJ 0101.04 / NIJ 2005 Interim Requirements certification and test reports from an accredited laboratory for the vest being certified.
3. V50 test reports performed in accordance with MIL-STD-662F. V50 testing must be accomplished with clay backing.
 - a. V50 test reports must be submitted for the ballistic package for both NIJ calibers for that class.
4. Quality Control Procedures.
 - a. Incoming materials
 - b. Lay-up configuration
 - c. In-process configuration
 - d. Testing verification
 - e. Inspection of ballistic panel stitching
 - f. Random final product inspection and continuous in-process surveillance
 - g. Quality Assurance training and indoctrination
5. Documentation stating the coverage and limitations of the 5-year ballistic package warranty.
6. Documentation stating the coverage and limitations of the 24-month outer-shell cover warranty.

**Technical Specifications
Level IIIA
Concealable/Tactical Armor System**

Ballistic Material	Aramid UD - Woven Aramid - Polyethylene UD
NIJ Level	IIIA
Weight	14.0 Oz. / .88 lbs. Sq. Ft. (+/- 5%)
Thickness	.19 inches (+/- 5%)

	9mm	44 Mag
V50 (fps)	1822	1690
V50 (m/s)	555	515
BFS (mm)	28	42
BFS (in)	1.10	1.65

Special Threats

9mm 115gr S&B	9mm 127gr SXT	357sig 125gr	2gr RCC	4gr RCC	16gr RCC	17gr FSP	64gr RCC
1799	na	1744	2567	2319	2012	1882	1696

1. **TERMS, CONDITIONS and OTHER REQUIREMENTS:**

1. TERM OF CONTRACT is for two (2) year period with County's option to extend the contract for an additional year under the same rates, terms and conditions.
2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
3. Hidalgo County reserves the right to seek purchases for "bulletproof vests (soft body armors)" from state contracts whenever it is in the best interest to do so.
4. The insurance requirements for this project is general liability and automotive insurance workers compensation will be required if the bidder will be utilizing company owned delivery truck (s) for delivery. (Refer to Exhibit "C" for limits).
5. The contract for this project will be used by any Hidalgo County Law Enforcement.
6. All purchases of bulletproof vests (soft body armor) and additional complete washable Carrier System will be on "an as needed basis" only. There is **no guarantee** on purchasing volume. Selected Colors: tan, black or blue only
7. Hidalgo County reserves the right to purchase additional complete carriers systems on as needed basis for the replacement of worn or torn carriers. Selected Colors: tan, black or blue only
8. Awarded vendor will deliver the bulletproof vests (soft body armors) within thirty (30) to sixty (60) days from orders being placed.
9. The awarded vendor will have a representative made available to measure any and/or all participating county departments.
10. Bidder will make available a sample of the bulletproof vest (soft body armor) being proposed must be submitted at no charge to the county with the bid for review and inspection by the Hidalgo County. Arrangements will be made with the vendor to return all bulletproof vests (soft body armors) at no charge to the county.
11. All bid prices for items shall take into consideration shipping and handling costs (all extra charges), on bulletproof vests (soft body armors) and any other items mentioned in the specifications as part of the fixed item price.
12. Hidalgo County reserves the right to award to **MULTIPLE** vendors if the County determines it is in its best interest to do so.
13. Prices must be firm for the entire contract period and each consecutive contract period.
14. Any contract awarded to a successful bidder will be in effect until;
 - A.) The contract expires
 - B.) Delivery acceptance of products and/or performance of services ordered, or
 - C.) Terminated by County with thirty (30) day's written notice prior to be cancellation
15. Award the contract to the responsible bidder who submits the lowest and best bid or may reject all bids and issues a new solicitation. If two responsible bidders submit the lowest and best bid will be made to the responsible bidder(s) submitting the lowest bid prices for the items(s) as specified.
16. **PRE-BID CONFERENCE WILL BE HELD Monday, MARCH 02, 2009 @ 10:00 A.M. at HIDALGO COUNTY PURCHASING DEPARTMENT's conference room. We encourage all participating bidder(s) to attend.**

2. **MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:**

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- 1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date

of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- 3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- 5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

3. **ADDITIONAL INFORMATION:**

Further information required for this project can be addressed to, Sandra Montalvo, Buyer, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2802 South Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, March 4, 2009, 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, **Friday, March 6, 2009, 5:00 P.M.**

EXHIBIT "B"
BID PAGE

Hidalgo County
REQUEST FOR BIDS

"Purchase of New Bulletproof Vests (soft body armors)"
BID No. 2009-025-03-11-SMA

HIDALGO COUNTY
 "Purchase of New Bulletproof Vests (soft body armors)"
 BID NO. 2009-025-03-11-SMA

BID PAGE

VESTS SIZES	LEVEL II				LEVEL IIIA			
	OPTION A	ADDITIONAL COMPLETE CARRIER SYSTEM	OPTION B	ADDITIONAL COMPLETE CARRIER SYSTEM	OPTION A	ADDITIONAL COMPLETE CARRIER SYSTEM	OPTION B	ADDITIONAL COMPLETE CARRIER SYSTEM
SM TO XL (MEN)	\$	\$	\$	\$	\$	\$	\$	\$
2XL TO 6XL (MEN)	\$	\$	\$	\$	\$	\$	\$	\$
SM TO XL (WOMEN)	\$	\$	\$	\$	\$	\$	\$	\$
2XL TO 6XL (WOMEN)	\$	\$	\$	\$	\$	\$	\$	\$

NOTE: THE BID PRICE SHOULD INCLUDE ALL FEES.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

EXHIBIT "C"
INSURANCE REQUIREMENTS

Hidalgo County
Request for Bids
"Purchase of New Bullet proof Vests (soft body armors)"
BID No. 2009-025-03-11-SMA

EXHIBIT "C"
Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than
Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD		CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED		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 THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				AMED (Any one person) \$
	<input type="checkbox"/> OWNER'S & CONT. PROT				PER PERSON & ADV INJURY \$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				PER ANNUAL AGGREGATE \$
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP \$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Per accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
C	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY - EA ACC AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE \$				\$
	<input type="checkbox"/> RETENTION \$				\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATE <input type="checkbox"/> OTHER <input type="checkbox"/>
					WC STATE <input type="checkbox"/> OTHER <input type="checkbox"/>
					E.L. EACH ACCIDENT \$
					E.L. DISEASE EA EMPLOYEE \$
	OTHER				E.L. DISEASE POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED: INSURER LETTER:	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES 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

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:
- Automobile Liability: \$ _____ General Liability: \$ _____
- have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

**PROJECT REQUIREMENTS
ACKNOWLEDGMENT**

This is to certify that I, _____, possess all of the APPLICABLE:

- 1. Licenses: _____.
- 2. Bonds: _____.
- 3. Certificates: _____.
- 4. Permits: _____.
- 5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

Date

Company

Address

City, State, Zip

EXHIBIT "D"
CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

Hidalgo County
Request for Bids
"Purchase of New Bulletproof Vests (soft body armors)"

BID No. 2009-025-03-11-SMA

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 08/29/2007

VENDORS APPLICATION & W-9 FORM

**Hidalgo County
Request for Bids
“Purchase of New Bulletproof Vests (soft body armors)”
BID No. 2009-025-03-11-SMA**

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: _____

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: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
<input type="checkbox"/> 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

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹List 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.

²Circle the minor's name and furnish the minor's SSN.

³You 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.

⁴List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

CERTIFICATION REGARDING DEBARMENT

**Hidalgo County
Request for Bids
“Purchase of New Bulletproof Vests (soft body armors)”
BID No. 2009-025-03-11-SMA**

Certification Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY
 "Purchase of New Bulletproof Vests (soft body armor)s"
 BID NO. 2009-025-03-11-SMA

BID PAGE

VESTS SIZES	LEVEL II Vision		LEVEL IIIA Vision	
	OPTION A	ADDITIONAL COMPLETE CARRIER SYSTEM	OPTION A	ADDITIONAL COMPLETE CARRIER SYSTEM
SM TO XL (MEN)	\$ 474. ⁰⁰	\$ 80.-	\$ 517.-	\$ 80.-
2XL TO 6XL (MEN)	\$ 474. ⁰⁰	\$ 80.-	\$ 517.-	\$ 80.-
SM TO XL (WOMEN)	\$ 474. ⁰⁰	\$ 80.-	\$ 517.-	\$ 80.-
2XL TO 6XL (WOMEN)	\$ 474. ⁰⁰	\$ 80.-	\$ 517.-	\$ 80.-

NOTE: THE BID PRICE SHOULD INCLUDE ALL FEES.

BIDDER/COMPANY NAME: LONESTAR UNIFORMS, INC.

ADDRESS: 8430 N. SAM HOUSTON PARKWAY W.
HOUSTON, TX 77064

CITY/STATE/ZIP CODE: _____

AUTHORIZED SIGNATURE: [Signature]

PRINT NAME: CORINE FOX

TITLE: PRESIDENT

Sample + Documentation
 SENT SEPARATELY.

EXHIBIT "C"

CERTIFICATE OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID DB
LONES-7

DATE (MM/DD/YYYY)
03/26/09

PRODUCER HARCO Insurance Services 10777 Northwest Frwy., #800 Houston TX 77092-7339 Phone: 713-681-2500 Fax: 713-684-1600	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	NAIC #
INSURED Lone Star Uniforms P.O. Box 692304 Houston TX 77269	INSURER A: America First Lloyds Insurance	11526
	INSURER B: Peerless Insurance Company	24198
	INSURER C: Netherlands Insurance Company	24171
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	3007166097	03/26/09	03/26/10	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
B		AUTOMOBILE LIABILITY	3007220740	03/26/09	03/26/10	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OTHER THAN AUTO ONLY				EA ACC	\$
						AGG	\$
A		EXCESS/UMBRELLA LIABILITY	3007166099	03/26/09	03/26/10	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$10,000				AGGREGATE \$ 1,000,000 \$ \$ \$	
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	3007166098	03/26/09	03/26/10	<input checked="" type="checkbox"/> WC STATE-TORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Blanket Additional Insured As Required By Written Contract With Respects To General Liability and Automobile.

CERTIFICATE HOLDER

HIDALGO

Hidalgo County
100 E Cano St 4th Floor
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

Willis C. Hargrave III

AI-14590

37.A.9.

Purchase of New Bulletproof Vest(s) (soft body armors)**CC REGULAR**

Date: 03/24/2009
Submitted By: Sandra Montalvo, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information**CAPTION**

Recommending bid award and approval of contract to the bidder meeting all the specifications and/or requirements as attached hereto for "Hidalgo County-Purchase of New Bulletproof Vests" Bid No. 2009-025 SMA)

BACKGROUND

1. Contract Document has been sent to legal counsel for review and approval as to form.
2. Recommended Vendor is "Lone Star Uniforms, Inc.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-421-00-280-001-0-611
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Vest(s) will be requested on an "As Needed Basis"

Attachments

Link: [Recommendation Memo, Tabulation, Participation](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Sandra Montalvo	03/17/2009 08:59 AM	CREATED
1	Purchasing Department	Marty Salazar	03/19/2009 11:21 AM	APRV
2	Budget & Management	Veronica Lopez	03/19/2009 12:18 PM	APRV
3	Rey Salazar	Angela Garcia	03/19/2009 02:19 PM	RTRN
4	Auditor's Office			
Form Started By: Sandra Montalvo			Started On: 03/17/2009 08:59 AM	



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

March 07, 2011

Jerry Gottlieb, Chairman of the Board
LCS CORRECTIONS SERVICES, INC.
2475 Enterprise Road, Suite 300
Clearwater, Florida 33763

via email jerry@gottlaw.com
via facsimile (727) 791-8090
Certified Mail # 7099 3220 0002 9744 6662

Re: Extension-Contract#E-10-154-03-23-"Housing of Inmates"- Hidalgo County Sheriff's Office

Dear Mr. Gottlieb:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an **extension/renewal** for the **(Ninth 9th Year)** of the **additional ten (10) one (1) year periods** as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the next Commissioners' Court meeting of March 15, 2011 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than March 7, 2010, via facsimile to (956) 956-318-2629 or email to : leticia.saenz@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,


Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file



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

E-10-154-03-23

March 04, 2010

Jerry Gottlieb, Chairman of the Board
LCS CORRECTIONS SERVICES, INC.
 2475 Enterprise Road, Suite 300
 Clearwater, Florida 33763

via facsimile (727) 791-8090
 via email jerry@gottlaw.com

Re: Extension-Contract#E-09-139-03-09-"Housing of Inmates"- Hidalgo County Sheriff's Office

Dear Mr. Gottlieb:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension/renewal for the (eighth 8th year) of the additional ten (10) one (1) year periods as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the next Commissioners' Court meeting of March 16, 2010 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than March 8, 2010, via facsimile to (956) 956-318-2629 or email to : leticia.saenz@co.hidalgo.tx.us , so as to meet the agenda request form deadlines.

By:  V.P

Date: 3-12-2010

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,


 Leticia H. Saenz, CPPB/Contracts Manager
 Hidalgo County Purchasing Department

xc: file



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/11/2010
PRODUCER
 Marsh USA Inc.
 601 Poydras Street, Suite 1850
 New Orleans, LA 70130-6031

THIS CERTIFICATION 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.

972022-LCS-CAS-09-10

INSURED
 LCS Corrections Services, Inc.
 147 Easy Street
 Lafayette, LA 70506-3011

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Ironshore Specialty Ins. Company	25445
INSURER B:	Illinois National Insurance Company	23817
INSURER C:	New Hampshire Insurance Company	23841
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$150,000 GENERAL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	000072100	12/31/2009	12/31/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CA4576428	12/31/2009	12/31/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AUTO ONLY: AGG \$
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	000072000	12/31/2009	12/31/2010	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WC006506863	12/31/2009	12/31/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A		OTHER Health Care Professional Liability	000073600	12/31/2009	12/31/2010	Aggregate Limit 2,000,000 Each Medical Incident 1,000,000 SIR 150,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

HOU-001427572-01

CANCELLATION
 Hidalgo County Purchasing Dept.
 Attn: Leticia Saenz
 2802 South Business Hwy. 281
 Edinburg, TX 78539

 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
 of Marsh USA Inc.
 James Laborde
James F. Laborde

ACORD 25 (2009/01)

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10. Auditor's Office: Approved

- A. AI-20379 Approval of Monthly Financial Report for the Month of February 2010.
- B. AI-20445 Monthly collection reports for January and February 2010.

OFFICE	FEES & COST	MONTH
Anzalduas Park	\$ 3,372.00	February 2010
Delta Lake	\$ 1,072.00	February 2010
Fire Marshal	\$ 4,721.00	February 2010
Constable Gilberto Alaniz	\$ 590.00	February 2010
Constable Eddie Guerra	\$ 500.00	February 2010
Chief Deputy Constable Daniel Marichalar	\$ 280.00	February 2010
Tax Assessor/Collector	\$ 67,963,615.85	January 2010
J.P. Gilberto Saenz	\$ 56,806.00	January 2010
J.P. Bobby Contreras	\$ 58,466.00	January 2010
J.P. Ismael "Melo" Ochoa	\$ 56,357.81	January 2010
J.P. Mary Alice Palacios-Hernandez	\$ 88,294.77	January 2010

11. Purchasing Department: All Approved

- approved

A. AI-20424 Requesting authority to exercise the two (2) additional two (2) year periods as provided in current legal services agreement for: "Legal and/or Consulting Services for Collection of Delinquent Court Costs, Fines and Fees" for Hidalgo County, under the same rates, terms and conditions with THE LAW OFFICES OF RAY, WOOD & BONILLA-effective 03/27/10 - 03/26/12 .
- approved

B. AI-20408 Approval of Request for Payment for invoice no. 10020 in the amount of \$4,437.04 for "Rabbit Patch Subd. Unit I and Unit II" as submitted for consideration by contracted engineer, Javier Hinojosa Engineering.
- approved

C. AI-20407 Approval of Requests for Payment as submitted by contracted project appraiser (C-09-343-10-06), Leonel Garza Jr. & Associates, LLC:
 1. Invoice No. 1363 in the amount of \$2,000.00 for "Southern Frontage of Mi 7 Rd;"
 2. Invoice No. 1364 in the amount of \$2,000.00 for "2800 W. Mile 7 Rd".
- approved

D. AI-20402 Requesting authority to enter into a repair service plan for a lathem time date stamp for year 2010 in the amount of \$150.00 for the Department of Budget & Management with Joe Sanchez Office Machines through (requisition# 171482) for a period of 12 months commencing upon commisioners court approval.
- approved

E. AI-20387 Requesting authority to exercise the eighth (8th) year of the additional ten (10) one (1) year term extension as provided in contract for: "Housing of Inmates" for the Hidalgo County Sheriff's Office, under the same current rates, terms and conditions with LCS Corrections Services, Inc. effective: 03/31/10 - 03/30/11.
- approved

F. AI-20384 Acceptance and approval of Change Order No. 4 with contractor Closner Construction Co. LC for Citriana Village Subdivision, Pct. No. 2 reflecting an increase to the number of construction period days by six (6) for a total of 169 days due to rain days as submitted

AI-20387

11.E.

**HCSO - Extension - LCS Corrections Services Inc.-E-09-139-03-09
CC CONSENT**

Date: 03/23/2010
 Submitted By: Letty Saenz, PURCHASING DEPT.
 Submitted For: Marty Salazar
 Department: PURCHASING DEPT.
 Agenda Category: Purchasing Department

Information

CAPTION

Requesting authority to exercise the eighth (8th) year of the additional ten (10) one (1) year term extension as provided in contract for: "Housing of Inmates" for the Hidalgo County Sheriff's Office, under the same current rates, terms and conditions with LCS Corrections Services, Inc. effective: 03/31/10 - 03/30/11.

BACKGROUND

Approval to extend by HCSO w/email confirming LCS's agreement to extend under the same rates and conditions
 Acknowledgment of Extension-LCS Corrections Services Inc
 Current Contract Document

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-423-21-280-002-0-590
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 Funding available as of 3-19-10 \$680,658.00.

Attachments

- Link: [Approval by HCSO to Extend](#)
- Link: [Email by HCSO-Confirming LCS's Per Diem Rate](#)
- Link: [Extension Acknowledgment by LCS](#)
- Link: [Current Contract Document-E-09-139-03-09](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/17/2010 01:13 PM	APRV
2	Budget & Management	Ivan Cantu	03/17/2010 01:23 PM	APRV
3	Manuel Chapa	Manuel Chapa	03/19/2010 08:05 AM	APRV
4	Auditor's Office		03/19/2010 03:30 PM	NEW
Form Started By: Letty Saenz			Started On: 03/16/2010 03:56 PM	
Final Approval Date: 03/19/2010				



LCS CORRECTIONS SERVICES, INC.
2475 ENTERPRISE ROAD, SUITE 300
CLEARWATER, FL 33763
(727) 799-0232 OR (800) 741-0232
FAX (727) 791-8090

March 2, 2009

Hidalgo County, Texas
Attention: Judge J. D. Salinas III
Hidalgo County Administration Building
100 East Cano, 2nd Floor
Edinburg, Texas 78539

E-09-139-03-09

IN RE: Contract Renewal

Dear Judge Salinas:

We are pleased to have recently received notification from Leticia H. Saenz, CPPB, that Hidalgo County wishes to renew the *Contract for Services* which the County has with *LCS Corrections Services, Inc.* for the housing of County inmates in the *LCS* facility in Hidalgo County.


We agree that it would be in everyone's best interest for County to exercise its right to renew the contract for an additional one (1) year term. Due to increased costs, we would like to propose that the renewal be at an increased per diem rate, as set forth in §4.03, of Forty-two dollars (\$42.00). We believe that such an increase is reasonable based on our operating costs, as set forth in §1.02 of the contract. All other terms and conditions of the contract shall remain unchanged.

The contract permits the County to extend the current term by written notice of such intent. This letter is to advise that we will agree to such renewal. If you would like to proceed on the forgoing basis, please sign the attached copy of this letter where indicated and return it to me in the enclosed envelope.

Should you have any questions or require further information, please feel free to contact the undersigned at the above phone number. Thank you for your assistance in this matter.

Sincerely yours,

By:


Jerry Gottlieb
Chairman of the Board

Jerry@Gottlieb.com

MIS

STATE OF TEXAS

§
§
§

COUNTY OF HIDALGO

CONTRACT FOR SERVICES

This Agreement for Services (the "Agreement") is made and entered into by and between *HIDALGO COUNTY, TEXAS* (the "County"), a Texas political subdivision, and *LCS - HIDALGO, LLC* (the "Contractor"), a Nevada limited liability company, effective as of the 29th day of January 2002.

WHEREAS, the County advertised a request for proposals and bids for the housing, management, supervision and care of County inmates as it deems necessary on "an as needed basis" incarcerated or to be incarcerated by the County (the "inmates");

WHEREAS, pursuant to the request for proposals and bids issued and advertised by the County, the Contractor timely submitted a proposal and bid in compliance with the County's advertisement and requirements;

WHEREAS, the Contractor's proposal and bid was found by the Commissioners Court of Hidalgo County to be beneficial and in the best interests of the public safety and welfare of the citizens of the County, and the best proposal and bid received by the County;

WHEREAS, contracting for the housing of inmates at a facility within the County, within the City of La Villa, will produce material benefits, efficiencies and savings for the County;

WHEREAS, the Sheriff of Hidalgo County, Texas (the "Sheriff") recommended the County advertise for proposals and bids for the housing and confinement of inmates as it deems necessary on "an as needed basis", and has recommended and requested the Commissioners Court to approve this Agreement; and

WHEREAS, the County and the Contractor desire to enter into the Agreement for the Contractor to provide housing and care for certain inmates incarcerated or to be incarcerated by the County;

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants hereinafter contained, and subject to the conditions herein set forth, the parties hereto contract, covenant and agree as follows:

**ARTICLE ONE
TERM AND TERMINATION OF AGREEMENT**

Section 1.01. Term of Agreement. This Agreement shall be and become effective upon the execution by the County and the Contractor, and, subject to all the terms and provisions hereof, the initial term of this Agreement shall begin on the effective date. The initial term of this Agreement shall be for two (2) years (the "Term"). Thereafter, the County shall have the option to extend this Agreement annually as provided in Section 1.02.

Section 1.02. Renewal and Extension. For a period of up to ten (10) years after the expiration of the Term, the County may, in its sole discretion, extend this Agreement for successive one-year terms, if permitted by then-applicable purchasing laws and regulations. In the event the County elects to extend this Agreement beyond the Term under Section 1.01, the County shall notify the Corporation, in writing, of its desire to so extend this Agreement, no later than sixty (60) days following the end of County's fiscal year occurring during the Term, or the then-applicable extension term under this Section 1.02. The continuing option of the County to extend this Agreement annually shall be subject to the right of the Contractor to negotiate reasonable increases in the per diem rates, based upon increases in its detention facility and operating costs.

Section 1.03. Termination. Notwithstanding anything to the contrary herein, County may terminate this Agreement without cause on thirty (30) days written notice.

**ARTICLE TWO
SPECIFICATION OF FACILITY AND LOCATION**

The housing, confinement and detention services described in this Agreement will be provided at the *East Hidalgo Detention Center*, 1300 N. Hwy. 107, La Villa, Hidalgo County, Texas (the "facility"), save and except as necessary for the Contractor to provide the transportation, required off-site medical services and similar services specified in this Agreement to be provided by the Contractor.

**ARTICLE THREE
OPERATION OF THE FACILITY**

Section 3.01. Minimum Conditions of Confinement. The Contractor shall operate, manage, supervise and maintain the facility, and provide for the secure custody, care and safekeeping of inmates of the County at the facility, in accordance with state and local law, including the minimum regulations and standards promulgated by the *Texas Commission on Jail Standards* (the "TCJS") and this Agreement; provided that the level and the quality of services provided

by the Contractor pursuant to this Agreement shall meet or exceed the minimum regulations and standards promulgated by the TCJS. The Contractor shall further provide housing, care, meals and routine medical services for such inmates that are at least equal to the level and quality of such services the County provides to its own inmates confined in its own jail, subject to the terms and conditions of this Agreement. In addition to such regulations and standards, the minimum conditions of confinement during the entire period of this Agreement are:

- (a) Staffing shall be provided 24 hours per day to supervise inmates.
- (b) Three (3) meals (including two hot meals) shall be provided per day for County inmates. The meals must meet the nationally recommended dietary allowances published by the *National Academy of Sciences*.
- (c) Emergency medical care will be provided for the inmates twenty-four (24) hours per day.
- (d) The Contractor will maintain automatic smoke and fire detection and alarm systems, and shall maintain written policies, procedures and practices regarding fire and other safety emergency standards.
- (e) The Contractor will maintain a water supply that is certified to be in compliance with applicable laws and regulations, and the Contractor will maintain a waste disposal program.

Section 3.02. Applicable Standards. The Contractor shall operate and maintain the facility in accordance with all applicable regulations and standards of the TCJS and this Agreement, and/or the variances granted by the TCJS and/or the Sheriff. The physical facility, and the combined services and programs, will meet or exceed the requirements of the TCJS.

Section 3.03. Physical Plant. The physical plant will meet or exceed the requirements of the TCJS and the Contractor shall maintain the plant in compliance with all applicable codes, including, but not limited to, the *National Electric Code*, *Uniform Plumbing Code*, *Uniform Mechanical Code*, *National Fire Protection Association Life Safety Code 101*, and local zoning ordinances applicable to the facility. The Contractor shall provide written documentation of compliance with these codes upon the request of the County.

Section 3.04. Food Services. The Contractor will provide food and beverage services in compliance with all the applicable regulations and standards, sanitation and health codes, with menus (planned and reviewed in advance by a registered dietitian or physician) that meet the nationally recommended dietary allowances published by the *National Academy of*

Sciences. The Contractor will provide two (2) hot meals daily, and one (1) other daily meal that need not be hot, with no more than 14 hours elapsed between meals. Special diets shall be available to inmates as prescribed by appropriate medical or dental personnel, and where inmates' religious beliefs require the adherence to universally recognized religious dietary laws.

Section 3.05. Laundry Services. The Contractor shall provide laundry facilities and services to inmates, and be responsible for the issuance of clean clothing, linen, bath and hand towels, when each inmate arrives at the facility. Laundering of linens and clothing shall be in accordance with the Contractor's policies and procedures. Pillows and mattresses shall be sanitized with chemicals approved by the *Texas Department of Health* (the "TDH") for sanitizing bedding, before being reissued to a newly received inmate.

Section 3.06. Transportation. The Contractor agrees to provide transportation of inmates of the County to and from the County's jail and courthouse and the Contractor's facility and if required from the Contractor's facility to *Texas Department of Criminal Justice-ID* (the "TDCJ-ID") at no additional cost to the County. The Contractor also agrees to provide transportation of the County's inmates from other sites in the State (where the County inmates are currently located) to the Contractor's facility at no additional cost to the County. In the event the County requires the Contractor to provide transportation to sites other than specified above, the County will reimburse the Contractor for transportation costs at a mutually agreeable rate per mile or per trip. Such services shall be performed and provided in compliance with the following:

(a) Transportation and escort guard services will be performed, pursuant to policies, procedures and practices established by the Contractor, by armed qualified officers employed by the Contractor, and the Contractor will implement such practices as may be requested by the Sheriff (as used in this Agreement the term Sheriff shall include his authorized deputies, representatives and agents) to enhance specific requirements for security, monitoring, and contraband control;

(b) Upon arrival at the Courthouse, jail facility or TDCJ-ID, transportation and escort guards will turn inmates over to a Deputy Sheriff or authorized agent, only upon presentation by such Deputy or authorized agent of proper law enforcement credentials;

(c) The Contractor will transport inmates to any Courthouse or designated jail facility upon a specific request from the Sheriff who will designate the inmate, the Courthouse or jail facility, and the date the inmate is to be transported;

(d) Each inmate will be restrained in hand cuffs, waist chains and leg irons during transportation.

(e) The Contractor will continue to be liable for the actions of its employees while they are transporting inmates on behalf of the Sheriff. Workers' compensation shall be provided for the Contractor's employees while on duty, including while they are providing transport services.

(f) The Contractor agrees to and shall hold harmless and indemnify the County and the Sheriff and their officials, in their official and individual capacities, from any liability, including third party liability or workers' compensation claims, arising from the conduct of the Contractor's employees during the course of the transportation of inmates on behalf of the Sheriff pursuant to the terms of this Agreement.

(g) The Contractor will provide other transportation for inmates as determined necessary and as agreed upon with the Sheriff.

Section 3.07. Medical Guidelines and Reporting. The Contractor will comply with *Texas Health and Safety Code, Sections 85.112, 85.113 and 85.114.*

(a) The Contractor will, prior to accepting any of County's inmates, develop workplace guidelines that address HIV policies, confidentiality, and employee/inmate education programs. The guidelines shall, at a minimum, incorporate the *model workplace guidelines* developed by the TDH. The Contractor shall maintain the written policies and guidelines at the facility.

(b) The Contractor will, prior to accepting any of County's inmates, develop confidentiality guidelines regarding AIDS and HIV medical information for employees and inmates. These policies shall be consistent with guidelines published by the TDH and with state and federal laws and regulations.

Section 3.08. Health Services. The Contractor shall provide access to basic health care needs by the inmates, who will not be charged and shall not be required by the Contractor to pay their own medical expenses. Medical and basic health care services shall comply with the following provisions:

(a) The per diem rate as set forth in section 4.03 below, covers only routine medical services such as: on-site sick call (when provided by on-site staff), nonprescription (over-the counter/non-legend) and routine drugs and medical supplies. The per diem rate does not cover medical/health care services provided outside of the facility or by other than facility staff, prescription drugs or treatments, or surgical, optical, dental care and does not include the costs associated with any hospitalization of an inmate. The County shall pay the Contractor an amount equal to the amount the Contractor is required to expend

for medical services other than those routine medical services provided for under the per diem rate. When it becomes necessary for an inmate to be hospitalized, the Contractor shall contact the County, through the Sheriff or his designated representative, as soon as possible (and prior to admission unless the inmate is suffering from a life-threatening condition) to inform the County of the fact that the inmate has been, or is to be, hospitalized and of the nature of the illness or injury that has required the hospitalization.

(b) State certification and licensing requirements shall apply to all health care personnel responsible for dispensing medical services to inmates. The Contractor shall provide and certify all direct care employees in standard first aid procedures and cardiopulmonary resuscitation (CPR).

(c) The Contractor shall have sufficient first aid supplies and equipment adequately maintained at all times to support the overall medical treatment requirements of the assigned inmate population. Medical first aid supplies shall be maintained in accordance with prescribed standards recognized or approved by a licensed, recognized health authority, which possess the expertise to evaluate, assess, and determine the potential need or conditions of the required first aid supplies and equipment. The Contractor shall implement a system of inventory management to ensure that first aid equipment and supplies are adequately replaced and replenished.

(d) All costs associated with hospital or health care services provided outside the facility will be paid directly by the County, or promptly reimbursed to the Contractor. In the event that a contract with a medical facility/physician exists which allows the Contractor to receive discounted rates, the inmates' services shall be charged at that rate.

(e) The Contractor shall notify the Sheriff as soon as possible of all emergency medical cases requiring removal of an inmate from the facility and to obtain prior authorization for removal for all other medical services required.

(f) When an inmate is being transferred to another County facility, he/she will (as applicable) be provided with all of his/her remaining prescription medication (if any) that is being held at the facility.

(g) Medical records will always travel with inmates being transferred to another County facility. It shall be the Contractor's responsibility to obtain and maintain such records for each inmate.

(h) Subject to the following paragraph (i), the Contractor will submit invoices for such medical services along with its regular monthly billings for detention services, and such invoices shall be paid on the same terms as the regular monthly billings.

(i) If the hospitalization of an inmate is to be for a duration of more than 24 hours, or the cost of any medical care or hospitalization is to exceed \$2,000, the Contractor has the right to arrange for the hospital or health care provider to bill the County directly for the costs of the hospitalization and/or medical care, rather than the Contractor paying the costs and billing the same to the County. If the hospital or health care provider refuses to bill the County directly, the County shall reimburse the Contractor for such costs within thirty (30) business days of receipt of an invoice from the Contractor thereof, which invoice may be delivered personally, by facsimile, by mail or by other reliable courier.

(j) The County will provide the Contractor with medical information for all inmates sought to be transferred to the Contractor's facility under this Agreement, including information regarding any special medication, diet or exercise regimen applicable to each inmate.

(k) The Contractor is not required to accept or to retain any inmate who is suffering from a chronic or terminal disease or condition, and the County agrees to accept the return of any such inmate upon delivery to its jail or other agreed upon detention or health care facility by the Contractor.

Section 3.09. Recreation and Exercise. The Contractor shall provide adequate physical exercise facilities, equipment, and supplies for a recreation program that meets all applicable regulations and standards of the TCJS.

Section 3.10. Visitation. The Contractor shall provide adequate space for family visitation which area shall include furniture, equipment, and supervision necessary to implement a visitation program that meets all applicable regulations and standards of the TCJS.

Section 3.11. Safety Requirements. The Contractor shall operate and maintain the facility in compliance with all applicable codes. Such operation and maintenance shall comply with the terms and provisions of this Agreement and the applicable regulations and standards of the TCJS. The Contractor shall further maintain the facility, adopt and establish safety plans and provide safety reports as follows:

(a) The facility shall be maintained in compliance with all applicable codes, including, but not limited to, the *National Fire Protection Life Safety Code 101*, the *National Electric Code*, *Uniform Plumbing Code*, *Uniform Mechanical Code*, local ordinances, and all applicable regulations and standards of the TCJS, relative to safety.

(b) The Contractor will establish an emergency fire plan and written procedures for the safe evacuation of inmates and staff. Each new inmate shall be briefed on evacuation procedures during admission. Written emergency fire exit plans shall be posted in all major meeting rooms, dining rooms, hallways,

and living areas.

(c) The Contractor shall complete an injury report as provided in the event that any injury to an inmate results in one (1) full day's loss of work or programmatic activity, and/or that results in medical treatment, provided that first aid treatment shall not be deemed medical treatment. The Contractor shall complete an injury report and shall forward it to the Sheriff's designated representative within 24 hours of the injury.

Section 3.12. Inmate Correspondence. The Contractor shall handle inmate correspondence in accordance with all applicable regulations and standards of the TCJS.

Section 3.13. Inmate Funds. The Contractor shall have written policies and procedures governing the operations of any fund established for the inmates. These funds shall be held by the Contractor and shall be controlled consistent with generally accepted accounting principles.

Section 3.14. Religious Services. The Contractor shall cause religious services to be conducted for inmates in accordance with all applicable regulations and standards of the TCJS. Participation in religious services shall be voluntary for all inmates.

Section 3.15. Security. The Contractor shall provide adequate security with respect to the inmates in accordance with all requirements of this Agreement and all applicable regulations and standards of the TCJS. As part of such security program, the Contractor will comply with the following census and reporting requirements:

(a) The Contractor will develop, implement and document a daily system for physically counting all inmates in the facility, assuring strict accountability for inmates and that at least one (1) inmate count occurs per shift.

(b) The Contractor will notify the Sheriff immediately whenever an inmate is involved in an escape, attempted escape, or conspiracy to escape from the facility.

Section 3.16. Programs. The Contractor shall provide programming to meet the needs of the inmate population as requested by the Sheriff. Programs may include but not be limited to educational, counseling, substance abuse education, and case management. The per diem rate set forth in Section 4.03 below, only covers basic custodial care and supervision and does not include any special educational, vocational or other programs. The parties may agree by a written amendment to this Agreement, or by separate agreement, for the provision of special programs on terms mutually agreed to by the parties. The

Contractor may, at no cost to the County and not inconsistent with the applicable regulations and standards of the TCJS and the purposes of this Agreement, provide special programs for the inmates, and permit or require selected inmates to participate in selected programs provided in other segments of the facility.

Section 3.17. Receiving and Discharging. The Contractor agrees to accept and release inmates only to authorized persons, in compliance with the following:

(a) The Contractor shall accept inmates presented by the Sheriff, only upon presentation by the officer of proper law enforcement credentials.

(b) The Contractor agrees to release inmates only to law enforcement officers of agencies authorized by the Sheriff or to a Deputy Sheriff. Those inmates who are remanded to custody by the Sheriff may only be released to the Sheriff, or an agent specified by the Sheriff.

(c) Inmates may not be released from the facility or placed in the custody of any federal, state or local official other than the Sheriff for any reason except for medical emergency situations, a court order, or authorization by the Sheriff.

Section 3.18. Disciplinary Procedures. The Contractor shall establish written "Disciplinary Procedures", to include the processing of violations and graduated sanctions that may be imposed. Each inmate shall be informed of the disciplinary procedures and provided with a copy of the same upon admission. The Contractor shall maintain a master file of all discipline reports and actions taken, and shall provide the Sheriff with a copy of each report in the event an inmate commits a violation.

Section 3.19. Grievance Procedures. The Contractor shall establish written grievance procedures, which procedures shall be provided to all inmates upon admission. At a minimum, the procedures shall utilize a two-step process and shall conform to the applicable regulations and standards of the TCJS. The Contractor shall maintain a master file of all grievances filed and the actions taken.

Section 3.20. Use of Force. The Contractor shall establish written procedures governing the use of force against inmates. These procedures shall conform to all of the applicable regulations and standards of the TCJS. The Contractor shall maintain a master file of all incidents that occur.

Section 3.21. Inspection and Technical Assistance. The Contractor agrees to periodic inspections of the facility by the Sheriff. Findings of the inspection will be shared with the Contractor in order to promote improvements to facility operations, conditions of confinement and service levels.

Section 3.22. Access to Books and Records. The Contractor agrees to maintain and make available for inspection, audit or reproduction by the County, the TCJS and/or their employees, attorneys, agents and/or independent auditors, all books, documents and other records pertaining to the services provided hereunder, and/or to the sums billed to the County by the Contractor. Such records shall be maintained by the Contractor for at least three (3) years following termination of this Agreement, and thereafter until any pending audit or litigation and all questions arising there from and involving this Agreement or such records has been finally resolved.

**ARTICLE IV
COUNTY'S RIGHT TO HOUSE INMATES AND PAYMENT**

Section 4.01. County's Right to House Inmates. The County may house up to four hundred fifty-six (456) County inmates in the facility at any time during the Term of this Agreement on a space available basis, and agrees to pay the per diem rate specified in Section 4.03 below for the housing and care of such inmates, and the detention services to be provided by the Contractor pursuant to this Agreement. The foregoing notwithstanding, the County shall only be required to pay for inmates actually housed at the facility. The term "County inmates" as used herein includes only inmates being held by the County, or sentenced by courts of the County, or being held in the County by reason of their residence in the County; it does not, however, include inmates coming from other counties, states or federal jurisdictions or agencies.

Section 4.02. Scheduling of Usage. The Contractor and the Sheriff shall develop a mutually agreeable schedule for the assignment of inmates to the facility during the Term of this Agreement, and any extensions thereof. The Sheriff may, at his discretion and subject to section 4.01 above, assign as many inmates to the facility on "an as needed basis", as he shall determine without special arrangement or notice, and the Contractor shall accept, house and provide services to such inmates pursuant to this Agreement.

Section 4.03. Per Diem Rate. The per diem rate for the actual housing and care of County inmates on "an as needed basis" and related detention and transportation services specified in this Agreement is Thirty-six and 25/100 dollars (\$36.25) per inmate per day. A portion of any day shall count as an inmate day under this Agreement; however, the County shall be billed for the day of arrival, but not for the day of departure for any inmate. If the County elects to house inmates from other counties, states or federal jurisdictions or agencies ("non-county inmates"), then the per diem rate for such non-county inmates shall be the greater of the foregoing per diem rate of \$36.25 or ninety-eight percent (98%) of the actual per diem fee allowed and paid to the County by such other counties, states or federal jurisdictions or agencies for the housing and care of such non-county inmates. In the event that the County chooses to

house any non-county inmates in the facility, the County shall be solely responsible for billing and collecting from such counties, states or federal jurisdictions or agencies, and the Contractor shall be entitled to bill the County and be paid for the housing and care of such non-county inmates in accordance with the procedures set forth in Section 4.04 below. If the Contractor is required to transport any such non-county inmates, then in addition to the fee for housing and caring for such non-county inmates as set forth above, the County shall pay to LCS, the same amount of transportation fees that the County is permitted to bill and collect from the counties, states or federal agencies responsible for those prisoners, if any.

Section 4.04. Billing Procedure. The Contractor shall submit an itemized invoice for the services provided hereunder (together with an invoice for any reimbursable medical expenses as set forth in Section 3.08(h) above) each month to the County, in arrears. Invoices will be submitted to the SHERIFF of the County designated to receive the same on behalf of the County. The County shall make payments to the Contractor within thirty (30) days after receipt of the invoice. Payment shall be made payable to "LCS - Hidalgo, LLC." and shall be delivered to the Contractor at the address set forth in section 6.04 below.

Amounts that are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of 10%, or the maximum legal rate applicable to the County. The County further agrees that the Contractor shall be entitled to recover its reasonable and necessary attorneys fees and costs incurred in collection of amounts due under this Agreement.

Section 4.05. Regulation of Maximum Occupancy. Nothing herein shall create any obligation upon the Contractor to house the County's inmates where the housing of said inmates will raise the population of the facility above the permissible number of inmates allowed by law, or will create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of the inmates at the facility. At any time that the Contractor determines that a condition exists at the facility necessitating the removal of any of the inmates, or any specified number thereof, the Contractor shall following at least eight (8) hours prior notice to the Sheriff (unless a different deadline is agreed to by the parties) return said inmate, to the County or to the TDCJ-ID.

Section 4.06. Inmate Eligibility. The only inmates eligible for incarceration in the facility pursuant to this Agreement are adult male inmates that are classified in accordance with the custody level of the facility in accordance with the applicable regulations and standards of the TCJS and meeting the classification requirements for the facility beds as described in the

All inmates proposed by the County to be transferred to the facility under this Agreement must meet the eligibility requirements set forth above. Inmates shall not (1) have a history of escape or attempted escape from custody; (2) be in need of psychiatric care or have a history of mental illness; and (3) shall not require chronic health care (to include but not limited to those inmates known by the County to have an unstable cardiac condition, those requiring renal dialysis, those known to have an infectious disease, those known to be HIV positive or diagnosed as having Acquired Immune Deficiency Syndrome (AIDS), those known to have unresolved orthopedic problems and those known to be unstable diabetics).

Prior to the Contractor receiving inmates for transportation the facility, the County shall furnish the following: (1) complete information and documentation relating to the inmate's case history; (2) all of the inmate's records concerning classification, including conduct records; (3) medical and clinical records, including certification of tuberculosis screening or treatment; and (4) any information necessary to advise the Contractor in regard to any special medication, diet or special exercise regimen requirements applicable to each prospective inmate.

Section 4.07. Continuing Reservation Regarding Inmates. The Contractor reserves the right for its designated representative to review the background of all inmates sought to be transferred to the facility, and the County shall cooperate with and provide information requested regarding any inmate by the Contractor. The Contractor reserves the right to refuse, for good cause, acceptance of any inmate. Likewise, if any inmate's behavior, medical or psychological condition, or other circumstance of reasonable concern to the Contractor makes that inmate unacceptable for continued incarceration in the facility in the opinion of the Contractor, the Contractor shall following at least eight (8) hours prior notice to the Sheriff (unless a different deadline is agreed to by the parties) return said inmate, to the County or to the TDCJ-ID. Inmates may also be removed from the facility when their classification changes for any purpose, including long-term medical segregation.

Section 4.08. Inmate Sentences. The Contractor shall not be in charge of, or responsible for, the computation or processing of inmates' time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. All such computations and record keeping shall continue to be the responsibility of the County. It shall be the responsibility of the County to notify the Contractor of any discharge date for an inmate at least ten (10) days before such date. The Contractor will release inmates of the County only when such release is specifically requested in writing by the Sheriff.

However, it is agreed that the preferred and usual course of dealing between the parties shall be for the Contractor to transport and return inmates to the County shortly before their discharge date, and for the County to discharge the inmate from its own facility. The County accepts the responsibility for the calculations and determinations set forth above and for giving the Contractor notice of the same, and shall indemnify and hold the Contractor harmless for all liability or expenses of any kind arising there from. The County is responsible for all paperwork and arrangements for inmates to be transferred to the TDCJ-ID.

**ARTICLE V.
INSURANCE AND INDEMNIFICATION**

Section 5.01. Indemnification. The Contractor hereby agrees to indemnify and hold the County and its agents, officers and employees harmless from all costs, claims, expenses, and liabilities (including attorney's fees) whatsoever that may be incurred by the County, its agents, officers or employees, arising from any and all acts done or omitted to be done by the Contractor, or the employees, agents, subcontractors or assigns, in connection with the operation of the facility or the provision of services by the Contractor pursuant to this Agreement, and from any and all claims or causes of action that may be brought by any third party by reason of or pursuant to this Agreement; provided that this section shall not be construed as creating any right, cause of action, or claim of waiver or estoppels for or on behalf of any third party nor shall it be construed as a waiver or modification of the availability of the defense of governmental immunity or any other legal defense available to either the Contractor or the County.

Section 5.02. Contractor to Provide Defense. In case any action or proceeding is brought against the County regarding any claim or matter referenced in the foregoing section, the County shall provide immediate notice to the Contractor and the Contractor shall defend against such action by counsel reasonably satisfactory to the County, unless such action or proceeding is defended against by counsel for any carrier of liability insurance provided for herein. The aforementioned indemnification shall not be affected by a claim that negligence of the County or its respective agents, employees, or licensees contributed in part to the loss or damage indemnified against. The County shall have the right to utilize separate counsel to participate in the investigation and defense of any such claims, the fees and expenses of such counsel shall be paid by the County unless the employment of such counsel has been previously authorized in writing by the Contractor.

Section 5.03. Waiver and Releases. Neither the Contractor nor the County shall waive, release, or otherwise forfeit any possible defense that the Contractor or the County may have regarding any claim arising from or made in connection with the operation of the facility by the Contractor, without the written

consent of the other party to this Agreement; provided that the Contractor shall have authority to compromise and settle any claim for monetary consideration only, for which the Contractor is indemnifying the County. The County and the Contractor shall preserve all such available defenses and cooperate with each other to make such defenses available for each other's benefit to the maximum extent allowed by law, including any defenses the County may have regarding litigation, losses, and costs resulting from claims or litigation pending at the time this Agreement becomes effective or arising thereafter from occurrences prior to the effective date of this Agreement.

Section 5.05. Insurance. The Contractor shall secure and maintain in effect, or shall cause to be secured and maintained, an insurance policy or policies providing (i) coverage against all claims arising from services performed under this Agreement; and (ii) coverage to protect the County from actions by third parties against the Contractor as a result of this Agreement. The insurance policy, or policies, required by this section shall be for not less than any limits of liability specified herein, or required by law, whichever is greater, and shall include coverage for liabilities assumed by this Agreement, as applicable to the obligations of the Contractor hereunder. The County shall be named as an additional insured on each such insurance policy.

Section 5.06. Additional Insurance. The Contractor shall continuously maintain such accident, general liability, worker's compensation, and automobile insurance, as required by law, to include protecting the Contractor, its officers, employees, and agents from and against any and all liability caused by or arising out of any aspect of the operation of the facility and the furnishing of services pursuant to this Agreement, including the payment of damages and attorney's fees. The Contractor shall provide proof of insurance coverage to the County upon request.

Section 5.07. Coverage Amounts. The general liability and automotive insurance and coverage shall be maintained in an amount that is not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. The Contractor shall further maintain statutory worker's compensation insurance in not less than the statutory amounts.

ARTICLE VI. GENERAL PROVISIONS

Section 6.01. County Liability. To the extent permitted by applicable law, the County shall be fully responsible and liable for all suits, claims, damages, losses, or expenses, including reasonable attorney's fees, arising out of the County performance or nonperformance of the services and duties herein stated in regard to duties herein assigned to the County, and specifically excluding the actual transportation or incarceration of inmates by the Contractor.

The County retains full liability for each inmate until that inmate has been received by the Contractor at the County's facility for transportation, holding and incarceration by the Contractor, and again after the Contractor has returned and delivered the inmate back to the County.

Section 6.02. Contractor Liability. The Contractor shall be fully responsible and liable for all suits, claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of the Contractor's performance or nonperformance of the services and duties herein stated, in regard to the actual transportation, holding and incarceration of inmates by the Contractor.

Section 6.03. Binding Agreement. This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives in accordance with and subject to all the terms and conditions hereof.

Section 6.04. Notices. All notices, demands, payments and other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following addresses:

To the Contractor: **LCS - HIDALGO, LLC.**

147 Easy Street
Lafayette, LA 70506 _____

with a copy to:

GOTTLIEB & GOTTLIEB, P.A.
2475 Enterprise Road, Ste. 100
Clearwater, FL 33763

To the County:

HIDALGO COUNTY, TEXAS
Attention: Judge José Eloy Pulido
Hidalgo County Administration Building
100 East Cano, 2nd Floor
Edinburg, Texas 78539

The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

Section 6.06. Amendment. This Agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by Commissioners Court of the County.

Section 6.07. Prior Agreements. Except as expressly provided in this Section, this agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein, and no prior agreement or understanding pertaining to any such matter shall be effective. The preceding sentence to the contrary notwithstanding, the provisions of County's Request for Proposals Issued January 07, 2002, (Proposal No. 2002-024-01-23) (the "Proposal") consisting of 160 consecutively numbered pages (save and except pages 147-160, inclusive) and Contractor's response dated January 18, 2002 (the "Response") are incorporated herein by reference. Unless expressly indicated to the contrary in this Agreement, and in the event of a conflict between or among this Agreement and the Proposal and Response, the terms and conditions of the Proposal shall govern. The representations and warranties of the Contractor as contained in the Response are hereby reaffirmed by the Contractor as of the date of this Agreement.

Section 6.08. Funding Sources. The County represents that it has current funds available sufficient to meet its obligations pursuant to this Agreement through the remainder of this fiscal year, and the signature of the County's Auditor below certifies that there are sufficient funds from current revenues available to the County to meet its obligations under this Agreement.

Section 6.09. Non-Appropriation of Funds. Notwithstanding anything contained in this Agreement to the contrary, all the financial obligations of the County pursuant to this Agreement are subject to appropriations, and, in the event no funds or insufficient funds are appropriated or budgeted therefore, or that current funds are otherwise unavailable in any fiscal period for the payment of the per diem fees, expenses, defenses and amounts due to be paid by the County to the Contractor pursuant to this Agreement, the County will immediately notify the Contractor or its assignee of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to the portions of the payments and funds herein agreed upon for which funds shall have been so appropriated or budgeted or are otherwise lawfully available. The County further agrees that, after giving notice of such termination, the County shall withdraw all inmates from the facility on the last day for which sufficient funds are available to the County to pay the per diem amounts and fees due to the Contractor pursuant to this Agreement. Notwithstanding the foregoing, and to the extent permitted by law, the County agrees that it will not cancel this Agreement under the provisions of this Section for any fiscal year in which funds are appropriated to it, or by it, for the intended purpose of paying the per diem fees and amounts due to be paid by the County pursuant to this Agreement.

Section 6.10. Assignment. The Contractor may assign the revenues and payments payable by the County pursuant to this Agreement. The Contractor may assign its rights, title and interest in and to this Agreement and any documents executed with respect to this Agreement and/or grant or assign a security interest in this Agreement. Any such assignees shall have all of the rights of the Contractor under this Agreement. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the successors and assigns of the parties hereto. The County covenants and agrees not to assert against the assignees any claims or defenses by way of abatement, set-off, counterclaim, recoupment or the like which the County may have against the Contractor. Upon assignment of the Contractor's interests herein, the Contractor will cause written notice of such assignment to be sent to the County which will be sufficient if it discloses the name of the assignee and address to which further payments hereunder should be made.

Section 6.11. Section Headings. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

Section 6.12. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Texas. Venue shall lie exclusively in Hidalgo County, Texas.

Section 6.13. Severability. In the event any one or more of the sections, provisions or clauses contained herein 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 of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

Section 6.14. Counterparts. This Agreement may be executed in duplicate original counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one in the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective duly authorized representatives on this the 29 day of January 2002.

LCS - HIDALGO, LLC.

By: Patrick L. LeBlanc
PATRICK L. LEBLANC, PRESIDENT
LCS Corrections Services, Inc.
the sole managing member.

WITNESSES:

Dianne Roger
[Dianne Roger]
Katherine Blackburn
[Katherine Blackburn]

HIDALGO COUNTY, TEXAS

By: Jose E. Pulido
JOSE ELOY PULIDO
Hidalgo County Judge

Date:

ATTEST:

Juan D. Salinas III
JUAN D. SALINAS,
Hidalgo County Clerk

APPROVED:

Enrique (Henry) Escalon
ENRIQUE (HENRY) ESCALON,
Hidalgo County Sheriff

Date: 1/31/02

Date:

Antonio R. Sandoval
ANTONIO SANDOVAL,
Hidalgo County Auditor

Date:



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

March 07, 2011

Brian Mikiten, President
SECURE CONTROL SYSTEMS, LLC
2438 Freedom Drive
San Antonio, Texas 78217

via facsimile (210) 530-5247
via email brian@securecontrolsystems.com
Certified Mail # 7099 3220 0002 9744 6686

Re: Extension-Contract#-E-10-142-03-16 - "Service & Maintenance to the Adult Detention Electronic System"- Hidalgo County Sheriff's Office

Dear Mr. Mikiten:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension/renewal for the **(Third 3rd & FINAL)** of the additional Three (3) One (1) year periods as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the next Commissioners' Court meeting of March 16, 2010 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than March 7, 2011, via facsimile to (956) 956-318-2629 or email to : leticia.saenz@co.hidalgo.tx.us , so as to meet the agenda request form deadlines.

By: _____

Date: 3/7/11

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 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,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file



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

March 04, 2010

E-10-142-03-16

Brian Mikiten, President
SECURE CONTROL SYSTEMS, LLC
2438 Freedom Drive
San Antonio, Texas 78217

via facsimile (210) 530-5247
via email brian@securecontrolsystems.com

Re: Extension-Contract#-E-09-152-03-17 - "Service & Maintenance to the Adult Detention Electronic System"- Hidalgo County Sheriff's Office

Dear Mr. Mikiten:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension/renewal for the (second 2nd year) of the additional Three (3) One (1) year periods as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the next Commissioners' Court meeting of March 16, 2010 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than March 8, 2010, via facsimile to (956) 956-318-2629 or email to : leticia.saenz@co.hidalgo.tx.us , so as to meet the agenda request form deadlines.

By: _____

Date: 3/5/10

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,


Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/11/2010

PRODUCER
 IBTX Risk Services SAT
 5726 Hausman Road Suite 100
 San Antonio TX 78249
 (210) 696-6688

INSURED
 Secure Control Systems LLC
 2438 Freedom Street
 San Antonio TX 78217

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	NAIC #
INSURER A: Burlington Insurance Company	
INSURER B: Texas Mutual Insurance Company	22945
INSURER C: Scottsdale Insurance Company	
INSURER D: Travelers Indemnity Co of CT	25682
INSURER E: Travelers Prop & Cas Co of Ame	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	HGL0022725	11/1/2009	11/1/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits Liab. 1,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA7291M404	11/1/2009	11/1/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
C	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	XL80062922	11/1/2009	11/1/2010	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSF-0001162872	11/1/2009	11/1/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	OTHER Installation Floater	QT-660-8489L758	11/1/2009	11/1/2010	Limit \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: Hidalgo County Purchasing Dept, 2812 S. Business Highway 281, Edinburg, TX 78539
 Certificate holder is added as Additional Insured with a Waiver of Subrogation on General Liability (Primary) & Auto Liability where required by written contract. Waiver of Subrogation in favor of certificate holder on Workers' Compensation where required by written contract.

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
 Attn: Leticia H. Saenz, CPPB/Contracts Manager
 2802 South Business Hwy. 281
 Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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

Opel Chapman

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

The Certificate of Insurance on the reverse side of this form 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.

9. Urban County:

- A. AI-20300** Request approval to enter into one (1) "Homebuyer Assistance Program" Contract under the Home Program.
- B. AI-20306** Request for approval of one (1) applicant in the City of Pharr, and one (1) in the City of Edinburg under the CDBG Disaster Recovery Program.

10. Auditor's Office:

- A. AI-20272** Monthly Collection Report for January 2010:

<u>OFFICE</u>	<u>FEES & COST</u>	<u>MONTH</u>
Constable Lazaro Gallardo	\$2,840.00	January 2010
Fire Marshal	\$2,472.50	January 2010

11. Budget & Management:

- A. AI-20333** 1. Approval to transfer \$881,172.89 to the Hidalgo County Claims bank account for Blue Cross Blue Shield Insurance Claims for period 02/06/2010 thru 03/05/2010.

02/06-12/2010	\$ 308,423.24
02/13-19/2010	208,758.21
02/20-26/2010	158,853.39
03/01-05/2010	205,138.05
TOTAL:	\$ 881,172.89

- 2. Approval of wire transfer to cover claims paid.

- B. AI-20340** Self-Insured Workers' Comp. (2202):
Requesting approval of reimbursement of the Hidalgo County Workers' Compensation Claims paying account for claims paid by Tristar Risk Management in the amount of \$24,829.41 for the period of 02/16-28/2010 and requesting approval of wire transfer.

12. Purchasing Department:

- A. AI-20284**

1. Requesting authority to exercise the second (2nd) year of the additional three (3) one (1) year periods as provided in current contract for: "Service & Maintenance to the Adult Detention Electronic System" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with SECURE CONTROL SYSTEMS, LLC- effective 04/07/10 - 04/06/11.

2. Requesting authority to exercise the additional one (1) year period as provided in current contract for: "Service & Maintenance to the Adult Detention Electronic System Part II" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with MONTGOMERY TECHNOLOGY SYSTEM, LLC-effective 03/17/10 - 03/16/11 .

- B. AI-20248** Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft contract etc.) as attached hereto for: Hidalgo County - "Flexible Base Material (Crushed Caliche)" Bid No. 2010-088-04-07-ERT.

- C. AI-20303** Approval to pay Invoice No. 201019 in the amount of \$662.95 (3rd Call, various subdivisions) as submitted by project engineer TEDSI Infrastructure Group with authority for County Treasurer to issue check after review procedures are completed by County Auditor.

- D. AI-20297**

Pursuant to Texas Local Government Code, 262.026 (a): Ratification to the extension of bid opening date (issued thru Addendum by Purchasing Agent) from Wednesday, March 10, 2010

AI-20284**12.A.**

**HCSO - Extensions- E-09-152-03-17 (MONTGOMERY TECH SYST, LLC) & C-09-056-03-17 (SECURE CONTROL SYSTEMS LLC)
CC CONSENT**

Date: 03/16/2010
 Submitted By: Letty Saenz, PURCHASING DEPT.
 Submitted For: Marty Salazar
 Department: PURCHASING DEPT.
 Agenda Category: Purchasing Department

Information

CAPTION

1. Requesting authority to exercise the second (2nd) year of the additional three (3) one (1) year periods as provided in current contract for: "Service & Maintenance to the Adult Detention Electronic System" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with SECURE CONTROL SYSTEMS, LLC- effective 04/07/10 - 04/06/11.

2. Requesting authority to exercise the additional one (1) year period as provided in current contract for: "Service & Maintenance to the Adult Detention Electronic System Part II" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with MONTGOMERY TECHNOLOGY SYSTEM, LLC-effective 03/17/10 - 03/16/11 .

BACKGROUND

Current Contract Document #s - C-09-056-03-17 (Montgomery Tech Syst, LLC0 & E-09-152-03-17 (Secure Control Systems LLC)

Approval to extend by HCSO

Extension Acknowledgments by- MONTGOMERY TECHNOLOGY SYSTEM, LLC & SECURE CONTROL SYSTEMS, LLC

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-423-21-280-002-0-431
 FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 Available balance as of 3-11-10 \$51,453.41.

Attachments

Link: [Current Contract-Secure Control Syst LLC-E-09-152-03-17](#)
 Link: [Extension Acknowledgment-Secure Control System LLC](#)
 Link: [Current Contrac-Montgomery Tech Syst LLC](#)
 Link: [Extension Acknowledgment-Montgomery Tech Syst LLC](#)
 Link: [Approval of Extension by HCSO](#)

Form Routing/Status

REQUIREMENTS AGREEMENT
C-08-092-04-07

THIS AGREEMENT (the "Agreement") is entered into effective as of **April 7, 2008** by and between **Secure Control Systems, LLC a Texas Limited Liability Company**, ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements for the **Hidalgo County Sheriff's Office - "Service and Maintenance to the Adult Detention Electronic System"** [commodity], 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 **"Service and Maintenance to the Adult Detention Electronic System"** in the areas of **Hidalgo County Sheriff's Office** on **"An As Needed Basis"** for a period of **one (1) year with the County's option to extend for an additional three (3) one (1) year terms** under the same rates, terms and conditions. Hidalgo County at its sole discretion reserves the right to extend the contract for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in the award of the new bid and contingent upon cost to remain 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: Secure Control Systems, LLC
Attention: Brian Mikiten, President
2438 Freedom Drive
San Antonio, Texas 78217

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

f. **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.

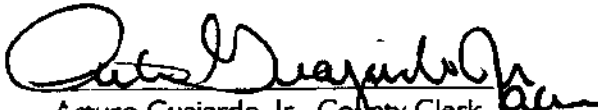
EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON, April 07, 2008.

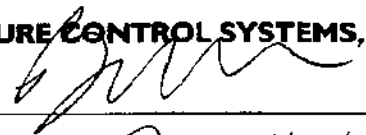
HIDALGO COUNTY

By: 
Juan D. Salinas, III, County Judge

ATTEST:


Arturo Guajardo, Jr., County Clerk

SECURE CONTROL SYSTEMS, LLC

By: 

Printed Name: Brian Mikiten

Title: President

APPROVED AS TO FORM:

Atlas & Hall, L.L.P

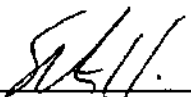
By: 

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"

**HIDALGO COUNTY SHERIFF'S OFFICE
 "SERVICE AND MAINTENANCE TO THE ADULT DETENTION
 ELECTRONICS SYSTEMS"**

RFB NO: 08-092-03-19-rol

SPECIFICATIONS**Project Overview:**

The County of Hidalgo Texas Sheriff's Office is seeking to contract with a qualified bidder to conduct "MAINTENANCE SERVICE TO THE ADULT DETENTION ELECTRONICS AND MECHANICAL SYSTEM" on an "As Needed Basis" including, but not limited to, the following:

Requirements, Terms & Conditions

1. ALL COSTS AND EXPENSES ASSOCIATED WITH THE PREPARATION AND SUBMISSION OF (BIDS, PROPOSALS AND/OR QUOTES) SHALL BE THE RESPONSIBILITY OF THE BIDDER AND NO REIMBURSEMENTS FOR SUCH CHARGES OR EXPENSES SHALL BE PASSED ONTO HIDALGO COUNTY.
2. HIDALGO COUNTY HAS THE AUTHORITY TO UTILIZE STATE AWARDED CONTRACTS FROM ITS MEMBERSHIP WITH THEIR EXSISTING OR NEW COOPERATIVES WHENEVER IT IS IN THE COUNTY'S BEST INTEREST TO DO SO.
3. VENDOR SHALL HAVE BEEN IN BUSINESS (IN THIS FIELD) FOR A MINIMUM OF THREE (3) YEARS.
4. A LIST OF A MINIMUM OF THREE (3) CURRENT REFERENCES/CONTRACTS FOR ANY STATE, LOCAL POLITICAL SUBDIVISION, PRIVATE SECTOR OR ANY OTHER LAW ENFORCEMENT AGENCY MUST BE SUBMITTED WITH YOUR BID. INFORMATION SHOULD INCLUDE, BUT NOT LIMITED TO THE FOLLOWING:
 - A). COMPANY
 - B). CONTACT PERSON
 - C). PHONE NUMBER
 - D). WORK PREFORMED
 - E). CONTRACT TERM
5. VENDOR SUBMITTING BID WILL USE AUTHORIZED SERVICE TECHNICIANS FOR:
 - A. MANUFACTURED THROUGH MONTGOMERY TECHNOLOGY INCORPORATED HARDWARE AND SOFTWARE:
 1. SYSTEM INTERFACE CONTROL PANEL BOARDS
 2. TOUCH SCREEN MONITOR SYSTEMS
 3. OPENING AND/OR CLOSING JAIL DOOR LOCKING SYSTEM
 4. CAMERAS AND INTERCOM SYSTEMS PROGRAMABLE LOGIC CONTROLLERS
 - B. MANUFACTURED THROUGH SOUTHERN STEEL:
 1. SLIDING DOORS
 2. OPENIN AND/OR CLOSING JAIL DOOR LOCKING SYSTEM
6. VENDORS SUBMITTING BID MUST WARRANTY ALL WORK PERFORMED.

7. VENDOR MUST SUBMIT AND MAINTAIN ALL PROPER INSURANCES FOR THE DURATION OF CONTRACT TERM (REFER TO EXHIBIT C).
8. ALL PRICES FOR INSPECTIONS, REPAIRS AND MAINTENANCE SHALL INCLUDE CONSIDERATION FOR HOURLY RATE PLUS PARTS PERCENTAGE MARK UP (IF APPLICABLE).
9. ALL BILLING INVOICES WILL BE ITEMIZED (PARTS, LABOR, ETC....)
10. THE TERM OF THE CONTRACT WILL BE FOR ONE (1) YEAR WITH THE COUNTY'S OPTION TO EXTEND FOR THREE (3) ADDITIONAL ONE (1) YEAR TERMS UNDER THE SAME RATES, TERMS AND CONDITIONS.
11. 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.
12. AWARD OF BID: HIDALGO COUNTY RESERVES THE RIGHT TO: A. SEPARATE AND ACCEPT, OR ELIMINATE ANY ITEMS(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 SELECTING THE LOWEST AND BEST BID FOR APPROVAL; AND C. AWARD THE BID TO ONE BIDDER OR TO MULTIPLE BIDDERS IF TH COUNTY DETERMINES IT IS IN THE BEST INTEREST TO DO SO.

- A 1 RESPOND TIME UPON CALL ON REGULAR BASIS: 24 HOURS
 RESPOND TIME UPON CALL ON EMERGENCY BASIS: 12 or less HOURS
2. TRAVEL TIME FROM AREA: (HOW MANY TIMES WE WILL BE CHARGED TRAVEL EXPENSES UPON CALL) 4 to 12 hours (both ways included)
3. WHAT WILL BE THE TRAVEL COST BY FEE ON HOURLY RATE: \$65

VENDOR MUST BE ABLE TO RESPOND WITHIN REASONABLE TIME FOR ONSITE REPAIRS.
 VENDOR MUST ALSO BE AVAILABLE FOR TROUBLESHOOTING VIA TELEPHONE.
 PLEASE SUBMIT A RESPOND TIME TO LOCATION AND RESPOND TIME FOR TROUBLESHOOTING.

ADDITIONAL INFORMATION

HIDALGO COUNTY IS REQUESTING THAT ANY AND ALL QUESTIONS, INQUIRIES, AND CLARIFICATIONS REGARDING QUOTES, BIDS, PROPOSALS, OR STATEMENTS OF QUALIFICATIONS BE ADDRESSED TO, MARTHA L. SALAZAR, CPPB, PURCHASING AGENT, POSTAL/MAILING: 2812 S. BUSINESS HIGHWAY 281, NEW ADMINISTRATION BUILDING, EDINBURG, TEXAS 78539 TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, WEDNESDAY, MARCH 12, 2008, BY 5:00 P.M. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICATIONS VIA FACSIMILE BY NO LATER THAN, FRIDAY, MARCH 14, 2008, BY 5:00 P.M.

EXHIBIT "B"
PAYMENT SCHEDULE

EXHIBIT "B"

**HIDALGO COUNTY SHERIFF'S OFFICE
"SERVICE AND MAINTENANCE TO THE ADULT DETENTION
ELECTRONICS SYSTEMS"
RFB NO: 08-092-03-19-rol**

BID PAGE

Repairs should be for an hourly / time repair rate with mark up rate for parts. Any and all additional fees should be included in bid price (Reference to Exhibit "A" Specifications).

HOURLY RATES:

1- **MTI ELECTRONIC SYSTEM:**

A. Technician Hourly Rate _____ Normal Business Hours _____ A.M. to _____ P.M. (please fill in time)

B. Technician Hourly Rate _____ After Hours, Weekends & Holidays _____ A.M. to _____ P.M.

2- **SOUTHERN STEEL ELECTRONIC & MECHANICAL SYSTEM:**

A. Technician Hourly Rate \$95 Normal Business Hours 8 A.M. to 5 P.M.

B. Technician Hourly Rate \$110 After Hours, Weekends & Holidays 7 A.M. to 11 P.M.

C. Mark Up (%) Rate for Parts: 15%

D. TROUBLE SHOOTING (PHONE) FEE PER HOUR \$50.

3-

A. RESPOND TIME UPON CALL ON REGULAR BASIS: 24 HOURS

B. RESPOND TIME UPON CALL ON EMERGENCY BASIS: 12 or less HOURS

C. TRAVEL TIME FROM AREA: (HOW MANY TIMES WE WILL BE CHARGED TRAVEL EXPENSES UPON CALL) 4-12 hours (both ways)

D. WHAT WILL BE THE TRAVEL COST BY FEE ON HOURLY RATE: \$65.00

VENDOR MUST BE ABLE TO RESPOND WITHIN REASONABLE TIME FOR ONSITE REPAIRS.
VENDOR MUST ALSO BE AVAILABLE FOR TROUBLESHOOTING VIA TELEPHONE.
PLEASE SUBMIT A RESPOND TIME TO LOCATION AND RESPOND TIME FOR TROUBLESHOOTING.

PLEASE SPECIFY WHAT TIME FEE STARTS FOR TECHNICIAN: When the technician leave
PLEASE STATE ALL WARRANTIES: 1 year for the site.

VENDOR / COMPANY NAME: Secure Control Systems, LLC

ADDRESS: 2438 Freedom Drive

CITY/STATE/ZIP CODE: SA, TX 78217

PHONE NUMBER: 210-530-5245

CELLULAR & PAGER NUMBERS: 210-863-5245

FAX NUMBER: 210 530 5247

AUTHORIZED SIGNATURE:  PRINTED NAME: Brian Mikulante TITLE: President

DATE: 3/11/08

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2008

PRODUCER
IBTX Risk Services SAT
5726 Hausman Rd. #100
San Antonio TX 78249
(210) 696-6688

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
Secure Control Systems LLC
2436 Freedom Street
San Antonio TX 78217

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Landmark American Insurance Co	33138
INSURER B: Texas Mutual Insurance Company	22945
INSURER C: Travelers Indemnity of America	25658
INSURER D: Federal Insurance Company	
INSURER E: Burlington Insurance Co.	

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.

USER ADD'L LTR INSDR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
E	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	HGL0019972	11/1/2008	11/1/2009	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PROXIMIS - COMPROP AGG \$ 2,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA7291M604	11/1/2008	11/1/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	LHA046534	11/1/2008	11/1/2009	EACH OCCURRENCE \$ 2,000,000
	DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0				AGGREGATE \$ 2,000,000
					\$
					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSP0001162872	11/1/2008	11/1/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	OTHER Installation Floater	6636988	11/1/2008	11/1/2009	Limit of Insurance \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: bid 06-092-03-19-rol Service and Maintenance to the Adult Detention Electronics System.
Hidalgo County is added as Additional Insured with a Waiver of Subrogation on General Liability (Primary) & Auto Liability where required by written contract. Waiver of Subrogation in favor of Hidalgo County on Workers' Compensation where required by written contract.

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
Rolando Roli Flores
2812 South Business Hwy. 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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

Joe Chaves



PURCHASING DEPARTMENT
County Of Hidalgo

E-09-152-03-17

February 27, 2009

Brian Mikitan, President
SECURE CONTROL SYSTEMS, LLC
2438 Freedom Drive
San Antonio, Texas 78217

via facsimile (210) 530-5247
via email brian@securecontrolsystems.com

Re: **Extension of Contract No. C-08-092-04-07--Service & Maintenance to the Adult Detention Electronic System--Hidalgo County Sheriff's Office**

Dear Mr. Mikitan:

Commissioners' Court will take applicable action (Tuesday, March 10, 2009) in connection with the Hidalgo County's option to extend/renew for the (first 1st year) of the additional Three (3) One (1) year periods as provided in the current service agreement (under the same rates, terms and conditions). Effective date of renewal/extension is April 7, 2009.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Monday, March 3, 2009, 12:00 p.m., via email attn: lettysaenz@yahoo.com and to via facsimile (956) 318-2629.

By: 
Brian Mikitan, President

Date: 3/2/09

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 x-4861. Your cooperation to this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,


Leticia H. Saenz, CFPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

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

AI-14356**20.F.3.****HCSO-Extension-Secure Control Systems, LLC-C-08-092-04-07****CC REGULAR****Date:** 03/17/2009**Submitted By:** Letty Saenz, PURCHASING DEPT.**Submitted For:** Marty Salazar**Department:** PURCHASING DEPT.**Agenda Category:** Purchasing Department**Purchasing only:** Sheriff's Office**Information****CAPTION**

Requesting authority to exercise the first (1st) year of the additional three (3) one (1) year periods as provided in current contract for: "Service & Maintenance to the Adult Detention Electronic System" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with SECURE CONTROL SYSTEMS, LLC - Effective: 04/07/09 - 04/06/10

BACKGROUND

Letter of Extensions

Fiscal Impact**FISCAL YEAR:** 2009**ACCT. #:** 9-1100-423-21-280-002-0-432**FUNDS AVAILABLE Y/N?:****MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

Available balance is \$23,413.10 as of 3/10/09.

AttachmentsLink: [Extension-Secure Control Systems, LLC](#)Link: [contracts](#)**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/04/2009 12:44 PM	APRV
2	Budget & Management	Veronica Lopez	03/04/2009 02:02 PM	APRV
3	Rey Salazar	Rey Salazar	03/05/2009 04:34 PM	APRV
4	Dale Kennan	Dale Kennan	03/10/2009 08:44 AM	APRV
5	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Letty Saenz Started On: 03/04/2009 10:59 AM
 Final Approval Date: 03/13/2009