AI-25834 **6.B.**

Use of courthouse grounds - CASA Candlelight Vigil

CC REGULAR

Date:	03/28/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Requesting permission by CASA of Hidalgo County, Inc. to use open forum area of the courthouse for Candlelight Vigil to be held on April 6, 2011 (including the posting of banner and six (6) wooden crosses to represent children who lost their lives)

BACKGROUND

Fiscal Impact

Attachments

Link: request

Link: insurance

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/23/2011 03:12 PM	APRV
2	Auditor's Office		03/25/2011 07:32 AM	NEW
Form Started By: Monica Badillo			Started On: 03/16/2011 11:07 PM	
Final Approval Date: 03/25/2011				

CASA
Court Appointed Special Advocates
FOR CHILDREN

CASA of Hidalgo County, Inc.
1001 South 10th Ave
Edinburg, TX 78539
TEL: (956) 381-0346 FAX: (956) 381-9232

March 15, 2011

Executive Committee

Barbara Hall
Board Chair

Dr. Mona Parras
Vice-Chair

Laura Gutierrez
Secretary

Emilio Santos Jr.
Treasurer

Albert Lopez
Alonzo Cantu
Darlene Jamison
Diana Delgado
Daniel Santos
Laura T. Gutiérrez
Letty Garza
Filbert Villanueva

Executive Director
Linda Gonzalez

Valde Guerra
Executive Officer
Hidalgo County
Edinburg, Texas 78539

Re: Requesting permission to use Hidalgo County facilities

Dear Mr. Guerra,

Court Appointed Special Advocates (CASA) of Hidalgo County, Inc. is a 501 (c) (3) non-profit organization that speaks for the best interest of abused and neglected children during court proceedings. During fiscal year 2010, a total of 2,593 children were confirmed to be abused and neglected within Hidalgo County. These children have been removed from their families and placed in the custody of the State until safe and permanent placement can be obtained.

The month of April is National Child Abuse Prevention Month. This month and throughout the year, CASA, Court Appointed Special Advocates, of Hidalgo County, encourages all individuals and organizations to play a role in making Hidalgo County a better place for families. By ensuring that parents have the knowledge, skills and resources they need to care for their children, we can help prevent child abuse and neglect by strengthening families and communities.

Every year, CASA and our social services community partners organize a Candlelight Vigil to remember the children who lost their lives due to abuse and neglect. This year, our Vigil will take place on April 6, 2011. We would like to use the Hidalgo County Courthouse grounds for this event. Every year we post our banner outside the courthouse during the month of April as part of the National Abuse Prevention Month. I respectfully ask for the County's permission to post our banner and six (6) wooden crosses to represent the children who have lost their lives.

I hope to receive a favorable response.

If you have any questions and/or if further information is needed you may contact me at (956) 381-0346 or via email lmorales@casaofhidalgo.com

Respectfully,

Linda Gonzalez
Executive Director

Philadelphia Indemnity Insurance Company

One Bala Plaza, Suite 100, Bala Cynwyd, Pennsylvania 19004

COMMON POLICY DECLARATIONS

Policy Number: PHPK533153

Named Insured and Mailing Address:
Casa of Hidalgo County, Inc.
1001 S 10th Ave
Edinburg, TX 78539-5513

Producer: 23413
SHEPARD INSURANCE AGENCY
P O BOX 4288
MCALLEN, TX 78502

Policy Period From: 03/26/2010 **To:** 03/26/2011 at 12:01 A.M. Standard Time at your mailing address shown above.

Business Description: Non Profit Organization

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Property Coverage Part	135.00
Commercial General Liability Coverage Part	589.00
Commercial Crime Coverage Part	
Commercial Inland Marine Coverage Part	100.00
Commercial Auto Coverage Part	137.00
Businessowners	
Workers Compensation	
Professional Liability	1,008.00
Total	**$ 1,969.00**
Total Includes Federal Terrorism Risk Insurance Act Coverage	**3.00**

FORM (S) AND ENDORSEMENT (S) MADE A PART OF THIS POLICY AT THE TIME OF ISSUE
Refer To Forms Schedule

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations

CPD- PIIC (01/07)

Countersignature Date

Authorized Representative

IMPORTANT NOTICE

To obtain information or make a complaint:

1 You may call Philadelphia Indemnity Insurance Company's toll-free telephone number for information or to make a complaint at:

1-877-438-7459

2 You may also write to Philadelphia Indemnity Insurance Company at:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
FAX # (610) 617-7940

3 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

4 You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

5 **PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim you should contact Philadelphia Indemnity Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

6 **ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Philadelphia Indemnity Insurance Company's para informacion o para someter una queja al:

1-877-438-7459

Usted tambien puede escribir a Philadelphia Indemnity Insurance Company:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
FAX # (610) 617-7940

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Philadelphia Indemnity Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

PHILADELPHIA INSURANCE COMPANIES
A Member of the Tokio Marine Group

One Bala Plaza, Suite 100
Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHLY.com

Philadelphia Indemnity Insurance Company
COMMON POLICY DECLARATIONS

Policy Number: PHPK689364

Named Insured and Mailing Address:
CASA of Hidalgo County, Inc.
1001 S 10th Ave
Edinburg, TX 78539-5513

Producer: 23413
SHEPARD INSURANCE AGENCY
P O BOX 4288
MCALLEN, TX 78502

Policy Period From: 03/26/2011 **To:** 03/26/2012 at 12:01 A.M. Standard Time at your mailing address shown above.

Business Description: Non Profit Organization

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

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	PREMIUM
Commercial Property Coverage Part	135.00
Commercial General Liability Coverage Part	603.00
Commercial Crime Coverage Part	
Commercial Inland Marine Coverage Part	100.00
Commercial Auto Coverage Part	160.00
Businessowners	
Workers Compensation	
Professional Liability	1,070.00
Total	**$ 2,068.00**
Total Includes Federal Terrorism Risk Insurance Act Coverage	**3.00**

FORM (S) AND ENDORSEMENT (S) MADE A PART OF THIS POLICY AT THE TIME OF ISSUE
Refer To Forms Schedule

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations

CPD- PIIC (01/07)

Countersignature Date

Authorized Representative

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Bala Cynwyd, PA 19004
FAX # (610) 617-7940

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1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
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E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Philadelphia Indemnity Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

AI-25870 **6.C.**

Tropical Texas Beh. Health payment allocation 2011 - local and crisis funds CC REGULAR

Date: 03/28/2011
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE
Agenda Category: Comm. Court Executive Office

Information

CAPTION

Tropical Texas Behavioral Health (1100):
Ratification of action taken on 3/21/11 of the following:
1. Approval of payment to Tropical Texas Behavioral Health for FY 2011 county allocation of required local match in the amount of $578,485.00 in accordance with Texas Health & Safety Code Section 534.066 with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor
2. Approval of payment to Tropical Texas Behavioral Health for FY 2011 county allocation match in the amount of $159,333.00 for physicians emergency crisis services - DSHS Contract #2011-03313.002 with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor

BACKGROUND

Acct. #1-1100-444-00-125-016-0-841

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-444-00-125-016-0-841
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funds available as of 3/23/11 $737,818.00

Attachments

Link: backup
Link: Invoices

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/22/2011 08:15 AM	APRV
2	Erika Zamora	Erika Zamora	03/23/2011 12:31 PM	APRV
3	Auditor's Office		03/25/2011 07:32 AM	NEW

Form Started By: Monica Badillo — Started On: 03/22/2011 08:03 AM

Final Approval Date: 03/25/2011

TROPICAL TEXAS BEHAVIORAL HEALTH
FY 11 LOCAL MATCH - ALLOCATION

DESCRIPTION	General Revenue/Block Grant	LESS: NGM	BASIS	MATCH
Mental Health - Adult	$10,735,355	($1,449,700)	$9,285,655	$464,282
Mental Health - Children	2,977,930	(7,680)	2,970,250	148,513
Mental Health Crisis	2,795,352		2,795,352	139,768
Subtotal Mental Health	16,508,637	(1,457,380)	15,051,257	752,562
Intellectual Development Disorder	3,067,930		3,067,930	165,668
Total Requiring Local Match	19,576,567	(1,457,380)	18,119,187	918,230
Psychiatric Emergency Services	980,513		980,513	245,128
Total Local Match Required				$1,163,358

Basis for Local Match	Hidalgo County	Cameron County	Willacy County	Total
US Cenus 2004-2009	4,160,006	2,280,185	121,848	6,562,039
Percent of Total	63%	35%	2%	100%
FY 2010 Unduplicated Crisis Clients	551	292		843
Percent of Total	65%	35%		100%
Amounts Invoiced				
Local Match Required at 5% of basis	578,485	321,381	18,365	918,230
PESC Match Required at 25% of basis	159,333	85,795		245,128
Total by County	**$737,818**	**$407,175**	**$18,365**	**$1,163,358**

TROPICAL
TEXAS BEHAVIORAL HEALTH
P.O. Drawer 1108 • 1901 South 24th Avenue
Edinburg, Texas 78540
(956) 289-7000

RECEIVED BY
COUNTY AUDITOR
2011 MAR 11 PM 3 24

March 10, 2011

Honorable Ray Eufracio, CPA
County Auditor
County of Hidalgo
2808 S. Business Highway 281
Edinburg, Texas 78539-6243

RE: Invoices for Local Contribution for Fiscal Year 2011

Dear Mr. Eufracio:

Enclosed are the invoices from Tropical Texas Behavioral Health for Hidalgo County's local contribution. The contribution is the prorated portion of the state required local match pursuant to the V.T.C.A Health & Safety§ Code, §534.066.

Your prompt remittance of payment will be greatly appreciated. Please give me a call at 289-7015 if you have any questions.

Sincerely,

Beatriz Trejo
Chief Financial Officer

Enc: Invoices

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 3/15/11 BY:

TROPICAL
TEXAS BEHAVIORAL HEALTH
P.O. Drawer 1108 • 1901 South 24th Avenue
Edinburg, Texas 78540
(956) 289-7000

DATE: MARCH 10, 2011

TO:
Honorable Ray Eufracio, CPA
County Auditor
Hidalgo County
2808 S. Business Highway 281
Edinburg, Texas 78539-6243

FOR:
FY 11 County Allocation of Required Local Match

DESCRIPTION	AMOUNT
FY 11 County Allocation of Required Local Match DSHS Contract #2011-03313.001 Texas Department of Aging and Disability Services Contract: 2011	$578,485.00
TOTAL	$578,485.00

Make all checks payable to Tropical Texas Behavioral Health
Payment is due within 30 days.
If you have any questions concerning this invoice, contact Chris Cummings, 956.289.7013

Thank you for your business!

TROPICAL
TEXAS BEHAVIORAL HEALTH
P.O. Drawer 1108 • 1901 South 24th Avenue
Edinburg, Texas 78540
(956) 289-7000

DATE: MARCH 10, 2011

TO:
Honorable Ray Eufracio, CPA
County Auditor
Hidalgo County
2808 S. Business Highway 281
Edinburg, Texas 78539-6243

FOR:
FY 11 County Allocation Match Physicians Emergency Crisis

DESCRIPTION	AMOUNT
FY 10 County Allocation of Required Local Match – Physicians Emergency Crisis Services DSHS Contract #2011-03313.002	$159,333.00
TOTAL	$159,333.00

Make all checks payable to Tropical Texas Behavioral Health
Payment is due within 30 days.
If you have any questions concerning this invoice, contact Chris Cummings, 956.289.7013

Thank you for your business!

AI-25888 **6.D.**

Palmer Drug Abuse Agreement - 2011 funding

CC REGULAR

Date:	03/28/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Palmer Drug Abuse Program:
1. Approval to enter into a services agreement between Hidalgo County and Palmer Drug Abuse Program-McAllen, Inc. (PDAP) to provide substance abuse counseling and education services.
2. Approval of 2011 appropriation of funds for the Drug Abuse Prevention & Rehabilitation fund (1224) in the amount of $2,199.00 to fund the payment to Palmer Drug Abuse Program-McAllen, Inc.
3. Approval to make payment in accordance with services agreement between Hidalgo County and Palmer Drug Abuse Program-McAllen, Inc. in the amount of $2,199.00 with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor

BACKGROUND

Contact person - Israel Pacheco

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1224-441-00-115-055-0-843

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

BUDGETARY IMPACT:

Funds available through Fund 1224 Fund Balance as of 3/23/11 $22,195.10.

Attachments

Link: Draft Agreement

Link: BA

Link: bills

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/22/2011 02:32 PM	APRV
2	Erika Zamora	Erika Zamora	03/24/2011 01:53 PM	APRV
3	Auditor's Office		03/25/2011 07:32 AM	NEW

Form Started By: Monica Badillo Started On: 03/22/2011 02:18 PM

Final Approval Date: 03/25/2011

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

AGREEMENT TO PROVIDE SERVICES

THIS AGREEMENT made on March 29, 2011 by and between **HIDALGO COUNTY, TEXAS** ("County"), a political subdivision of the State of Texas, and **THE PALMER DRUG ABUSE PROGRAM--MCALLEN, INC.** ("PDAP"), a Texas non-profit corporation located in the City of McAllen, Hidalgo County, Texas as follows:

WITNESSETH:

WHEREAS, County has great concern about obtaining assessment and counseling services for certain residents of the County who have drug problems, as well as services which will provide training programs and programs related to drug education and prevention to residents of the County; and

WHEREAS, PDAP has represented to County that it is in the business of providing free substance abuse counseling and education services to residents of the County and that it can provide these services to the County; and

WHEREAS, County desires to contract with PDAP to provide such services.

NOW, THEREFORE, COUNTY AND PDAP AGREE AS FOLLOWS:

1. PDAP agrees that it will establish and maintain a program to provide substance abuse counseling and drug/alcohol abuse education and prevention programs to residents of Hidalgo County.

2. PDAP shall provide out-patient counseling services to County residents and, in the event PDAP'S out-patient treatment is insufficient to comply with the needs of the client, PDAP shall refer the client, and/or family members to the appropriate agency(s).

3. PDAP agrees to provide County a summary report of the demographic profile of its clients at the end of the term of this Agreement.

4. PDAP shall carry liability insurance, in amounts that correspond with the limits of liability of County pursuant to the Texas Tort Claims Act, covering all persons and property which will be utilized in performing the services herein described. PDAP shall indemnify and hold County harmless from any and all liability that may arise and result from PDAP's performance of the services herein described.

5. PDAP agrees to commence the services outlined above on March 29, 2011 and continue such services through December 31, 2011.

6. As consideration for providing the services outlined above, the County agrees to pay PDAP the sum of $ 2,199.00 payable in one installment beginning March 29, 2011.

7. In performing all services under this Agreement, PDAP represents and warrants that it will comply with all applicable laws, rules, regulations and ordinances relating to the performance of the services described in this Agreement. PDAP does not discriminate on the basis of race, color, religion, sex, age, national origin, disability, veteran status or political affiliation.

8. PDAP will maintain all necessary and appropriate records and accounts to assure a proper accounting to the County of all funds provided to PDAP hereunder. PDAP acknowledges that the records, data and information received by it in the performance of this Agreement constitutes, or may constitute, information which is protected from disclosure by the Texas Open Records Act, and other applicable laws. PDAP will not release such confidential information to any party without first obtaining the appropriate consent from the parent/guardian, and/or client to whom the information pertains. Upon request of County, PDAP agrees to provide County and its county or independent auditors access to its books and records, other than records or books which PDAP believes to be confidential patient/client records.

9. PDAP has provided County with its most recent audited financial statements together with the execution of this Agreement. PDAP will provide County with copies of its audited financial statements for any fiscal year of PDAP during which it has received funds under this Agreement as soon as such financial statements are available.

10. PDAP represents and warrants to the County that it possesses any and all the necessary licenses and/or permits required by state, federal or local authorities and that it possesses or can obtain the necessary skills and expertise to perform the services provided hereunder. PDAP further represents and warrants that there are no current pending legal or administrative proceedings relating to the conduct of its business. PDAP understands that County has relied and is relying on PDAP's representations and warranties as a material element of this contract.

11. **Independent Contractor.** PDAP, at all times, will act as an independent contractor and will not act or hold itself out to third parties as an employee or agent of County in the provision of services under the terms of this Agreement. County will not withhold income tax or FICA tax on behalf of PDAP or any of PDAP's partners, employees, subcontractors or agents. In addition, none of the foregoing shall have any claim under this Agreement or otherwise against County for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind. PDAP will have the exclusive responsibility for the payment or provision of all such taxes and benefits and arrangement for all insurance coverages for its employees, agents, officers or partners, and shall discharge such obligations fully.

12. **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.

13. **No Waiver.** No waiver by any party hereto 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.

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

15. **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.

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

If to County:	Hidalgo County, Texas Valde Guerra, Executive Officer 2818 S. Bus. Hwy. 281 Edinburg, Texas 78539
If to PDAP:	Palmer Drug Abuse Program Attn: Executive Director 115 N. 9th McAllen, Texas 78501

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

17. **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.

18. **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.

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

20. **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.

21. **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

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

WITNESS THE HANDS OF THE PARTIES on this the ___ day of _____, 2011.

HIDALGO COUNTY, TEXAS

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

THE PALMER DRUG ABUSE PROGRAM
McALLEN, INC.

By:_____
Sandra Hofland, Executive Director

ATTEST:

_____
Israel Pacheco, Board President

DATE: March 29, 2011

2011
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Palmer Rehab (1224)

AI-25888

ACCOUNT NUMBER: 1-1224-441-00-115-055-0-843

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

Contact: Erika Zamora
Ph#: 292-7025 Ext. 5416

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBERS	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
1-1224-441-00-115-055-0-843	Palmer Rehab - Aid to Nongovt Agency	$ 2,199.00
	TOTAL BUDGET INCREASE (DECREASE)	**2,199.00**

REASON:

Appropriation to fund the payment to Palmer Drug Abuse Program-Mcallen, Inc.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

Palmer Drug Abuse Program
115 N. 9th st.
McAllen TX 78501

INVOICE

The State Of Texas County Of Hidalgo

Invoice # 0000001

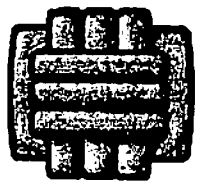
Invoice Date 03/29/2011

Due Date 12/31/2011

Item	Description	Unit Price	Quantity	Amount
	March 29, 2011- December 31, 2011	2199.00	1.00	2,199.00
		0.00	0.00	0.00

NOTES: to provide substance abuse counseling and drug/alcohol abuse education and prevention programs to residents of Hidalgo County. PDAP shall provide out-patient counseling services to County residents and, in the event PDAP's out-patient treatment is unsufficient to comply with the needs of the client, PDAP shall refer the client, and/or family members to the appropriate agency(s).

Subtotal	2,199.00
Total	2,199.00
Amount Paid	0.00
Balance Due	$2,199.00



PALMER
DRUG ABUSE PROGRAM

Financial Statements

and

Auditor's Report

December 31, 2008 and 2007

Palmer Drug Abuse Program
McAllen, Inc.

Financial Statements
and
Auditor's Report

December 31, 2008 and 2007

Rhonda L. Gillum
Certified Public Accountant

929 E. Esperanza Avenue
Suite 14
McAllen, TX 78501

Member AICPA-TSCPA
Phone (956) 631-4446
Fax (956) 661-9921

Independent Auditor's Report

Board of Directors
Palmer Drug Abuse Program--McAllen, Inc.
McAllen, Texas

I have audited the accompanying statements of financial position of Palmer Drug Abuse Program--McAllen, Inc. (a not-for-profit organization) as of December 31, 2008 and the related statements of activities, functional expenses, and cash flows for the year then ended. These financial statements are the responsibility of the Organization's management. My responsibility is to express an opinion on these financial statements based on my audit.

I conducted my audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. I believe that my audit provides a reasonable basis for my opinion.

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Palmer Drug Abuse Program--McAllen, Inc. as of December 31, 2008, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Rhonda L. Gillum

October 23, 2009

Financial Statements

PALMER DRUG ABUSE PROGRAM--McALLEN, INC.
STATEMENT OF FINANCIAL POSITION
DECEMBER 31

ASSETS

	2008	2007 Memorandum Only
Current Assets		
Cash (Notes 2, 7, & 10)	$ 51,668	$ 61,059
Certificates of deposit (Notes 2 & 10)	134,898	129,284
Accounts receivable (Note 3)	15,418	6,808
Prepaid expenses	6,000	7,282
Investment bingo (Notes 4 & 7)	21,448	13,826
Total Current Assets	229,432	218,259
Property, Plant, and Equipment		
Furniture, fixtures, and equipment, net (Notes 2 & 5)	946	337
Buildings, building improvements and land, net (Notes 2 & 6)	152,035	154,191
Total Property, Plant, and Equipment (Net)	152,981	154,528
TOTAL ASSETS	$ 382,413	$ 372,787

The accompanying notes are an integral part of this report.

PALMER DRUG ABUSE PROGRAM--McALLEN, INC.
STATEMENT OF FINANCIAL POSITION
DECEMBER 31

LIABILITIES AND NET ASSETS

	2008	2007 Memorandum Only
Current Liabilities		
Accounts payable	$ 20,833	$ 8,126
Accrued expenses	17,247	14,955
Other current liabilities	7,467	4,371
Total Current Liabilities	45,547	27,452
Net Assets		
Unrestricted	321,866	333,499
Temporarily restricted (Notes 2 & 7)	15,000	11,836
Total Net Assets	336,866	345,335
TOTAL LIABILITIES AND NET ASSETS	$ 382,413	$ 372,787

PALMER DRUG ABUSE PROGRAM--McALLEN, INC.
STATEMENT OF ACTIVITIES
Year Ended December 31

	2008			2007
	Unrestricted Net Assets	Temporarily Restricted Net Assets	Total Net Assets	Memorandum Only Total Net Assets
CHANGES IN NET ASSETS				
Public Support and Revenue				
Public Support				
Donation income (Notes 2, 10 and 11)	$ 126,597	$ -	$ 126,597	$ 117,387
Grants	899	-	899	1,125
Fund-raising events (Notes 2, 4, 8, 9, 10 & 11)	234,668	-	234,668	232,756
	362,164	-	362,164	351,268
Revenue				
Service fees (Note 9)	70,166	-	70,166	77,308
Other	8,787	-	8,787	11,956
	78,953	-	78,953	89,264
Assets released from restriction	(3,164)	3,164	-	-
Total Increases in Net Assets	437,953	3,164	441,117	440,532
Expenses				
Program Services				
Rehabilitation services	199,119	-	199,119	203,971
Supporting Services				
Management and general	63,894	-	63,894	54,112
Fund-raising (Note 8)	186,573	-	186,573	200,937
Total Decreases in Net Assets	449,586	-	449,586	459,020
Change in Net Assets	(11,633)	3,164	(8,469)	(18,488)
Net Assets, Beginning of Period	333,499	11,836	345,335	363,823
Net Assets, End of Period	$ 321,866	$ 15,000	$ 336,866	$ 345,335

The accompanying notes are an integral part of this report.

PALMER DRUG ABUSE PROGRAM--McALLEN, INC.
STATEMENT OF FUNCTIONAL EXPENSES
Year Ended December 31, 2008

(With Summarized Financial Information for the Year Ended December 31, 2007)

	Program Services	Management and General	Fund-raising Services (Note 9)	Total 2008	Memorandum Total 2007
Cost of sales and prizes	$ -	$ -	$ 59,674	$ 59,674	$ 45,793
Board development	-	175	-	175	77
Bad debts	1,001	-	1,001	2,002	-
Continuing education and staff development	696	-	-	696	1,155
Contractual	521	-	6,371	6,892	8,929
Dues, subscriptions, and license	861	-	-	861	794
Food and lodging	8,856	-	30,439	39,295	37,703
Insurance	12,492	5,279	5,528	23,299	19,744
Legal and professional fees	-	5,775	-	5,775	5,825
Miscellaneous	863	51	5,047	5,961	2,168
Postage	463	138	229	830	887
Printing	1,104	299	2,790	4,193	4,331
Promotional expense	1,596	-	20,603	22,199	23,730
Rent	1,155	-	5,355	6,510	1,050
Repairs, maintenance, and equipment rental	3,482	841	780	5,103	25,195
Supplies	2,842	814	1,761	5,417	24,993
Taxes--payroll	11,135	3,552	3,298	17,985	17,902
Telephone	2,340	747	693	3,780	3,517
Travel and automobile	3,611	-	88	3,699	4,422
Treatment literature	486	-	-	486	215
Utilities	5,264	1,679	1,559	8,502	9,285
Wages and salaries	136,932	43,684	40,558	221,174	218,280
Workman's compensation	1,114	355	330	1,799	723
Youth activities	288	-	-	288	372
Other loss (Note 6)	665	212	197	1,074	-
Total Expenses Before Depreciation	197,767	63,601	186,301	447,669	457,090
Depreciation (Notes 2, 5, & 6)	1,352	293	272	1,917	1,930
Total Expenses	$ 199,119	$ 63,894	$ 186,573	$ 449,586	$ 459,020

The accompanying notes are an integral part of this report.

PALMER DRUG ABUSE PROGRAM--McALLEN, INC.
STATEMENT OF CASH FLOWS
Year Ended December 31

	2008			
	Unrestricted	Temporarily Restricted	Total	Memorandum Only 2007
Cash flows from operating activities:				
Change in net assets	$ (11,633)	$ 3,164	$ (8,469)	$ (18,488)
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:				
Depreciation	1,917	-	1,917	1,930
(Increase) decrease in accounts receivable	(8,610)	-	(8,610)	946
(Increase) decrease in prepaid expenses	1,282	-	1,282	(4,032)
Increase in accounts payable	12,707	-	12,707	877
Increase in accrued expenses	2,292	-	2,292	5,595
Increase in other current liabilities	3,096	-	3,096	3,210
Net cash provided by (used in) operating activities	1,051	3,164	4,215	(9,962)
Cash flows from investing activities:				
Investment in certificates of deposit	(134,898)	-	(134,898)	(130,297)
Maturity of certificates of deposit	129,284	-	129,284	78,054
Acquisition of fixed assets	(1,444)	-	(1,444)	(3,582)
Disposition of fixed assets (Note 6)	1,074	-	1,074	-
Investment in bingo (Note 4)	(4,458)	(48,164)	(52,622)	(16,990)
Bingo distributions	-	45,000	45,000	40,636
Net cash used in investing activities	(10,442)	(3,164)	(13,606)	(32,179)
Net decrease in cash and cash equivalents	(9,391)	-	(9,391)	(42,141)
Cash and cash equivalents at beginning of year	60,909	150	61,059	103,200
Cash and cash equivalents at end of year	$ 51,518	$ 150	$ 51,668	$ 61,059
Supplemental data:				
Donated repairs, supplies, advertising, and fund-raising material (Notes 2, 8, 10, & 11)	$ 73,367	$ -	$ 73,367	$ 100,171
Interest accrued and paid	-	-	-	-
Income tax paid	-	-	-	-
Income tax expense	-	-	-	-

The accompanying notes are an integral part of this report.

PALMER DRUG ABUSE PROGRAM--McALLEN, INC.
NOTES TO THE FINANCIAL STATEMENTS
December 31, 2008

Note 1 - Nature of the Organization

Palmer Drug Abuse Program--McAllen, Inc. (the Organization) was created in 1988. Its purpose is to offer a solution through counseling to the problem of chemical dependency in adolescents and to aid their families. It is a not-for-profit, voluntary health agency exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined that the organization is not a private foundation under Section 509(a)(2) of the Internal Revenue Code and qualifies for the 50% charitable contribution deduction for individual donors.

The Organization receives its funds primarily through grants from local municipalities, contracts to provide services to local schools, and donations from governmental entities, charitable organizations, individuals and area businesses. Funds are also provided through fund raising events.

Board of directors, management, and employees of the Organization acknowledge that, to the best of their ability, all assets received have been used or are designated for future use for the purpose for which they were contributed, or have been accumulated to allow management to conduct the operations of the Organization as effectively and efficiently as possible.

Note 2 - Summary of Significant Accounting Policies

Accounting Method and Use of Estimates

The financial statements of the Organization have been prepared on the accrual basis. The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosures of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses. Actual results could differ from the estimates and assumptions used. Estimates were used in valuing donated goods, allocating expenses and determining lives of fixed assets.

The stated book value of all assets is assumed to be their fair value. This assumption was based on the current low interest rates and the brief time for receivables to be collected.

Note 2 - Summary of Significant Accounting Policies (Continued)

Cash and Cash Equivalents

Cash and cash equivalents are comprised of petty cash funds, cash in demand accounts at local banks and certificates of deposit with an original maturity of no more than three months.

Financial Statement Presentation

Under Statement of Financial Accounting Standards (SFAS) No. 117, Financial Statements of Not-for-Profit Organizations, the Organization is required to report information regarding its financial position and activities according to the nature of its net assets. All of the Organization's net assets are classified either as unrestricted or temporarily restricted. In addition, the Organization is required to present a statement of cash flows.

Contributions

In accordance with SFAS No. 116, Accounting for Contributions Received and Contributions Made, contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor restrictions.

Revenue Recognition

Unless specifically restricted by the donor, all contributions are considered to be available for unrestricted use. Unrestricted contributions are recognized as income when received. The Organization reports gifts of cash and other assets as restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Contribution restrictions that are met in the year the contribution is received are included with unrestricted contributions.

Note 2 - Summary of Significant Accounting Policies (Continued)

The Organization reports gifts of land, buildings, and equipment as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as restricted support. Absent explicit donor stipulations about how long those long-lived assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service.

Donated Goods and Services

Because there is no objective basis available to measure the value of donated services, the reflection of donated services in the accompanying financial statements has been limited. Nevertheless, a substantial number of volunteers have donated significant amounts of their time to the Organization's program services and its fund-raising campaigns.

Goods are valued at their estimated fair value.

Functional Allocation of Expenses

The costs of providing various programs and supporting services have been summarized on a functional basis in the statement of functional expenses. Expenses that can be identified with a specific program or support service are allocated directly according to their natural expenditure classification. Other expenses that are common to several functions are allocated by various statistical bases.

Furniture and Equipment

Items with a value of at least $500 and an expected life of three or more years are capitalized. Purchased furniture and equipment are stated at cost. Contributed furniture and equipment are stated at estimated fair market value on the date of contribution. Depreciation is computed on a straight-line basis over the estimated useful lives of the assets as follows:

Furniture	5 - 7 years
Office Equipment	5 - 7 years
Used Office Equipment	3 - 5 years
Transportation Equipment	5 years

Note 2 - Summary of Significant Accounting Policies (Continued)

Buildings and Land

Buildings, improvements, and land are stated at cost. Land improvements are stated at the cost to the donor. Depreciation on buildings and improvements is computed on the straight-line basis over the estimated useful lives of the assets, which range from 5 to 40 years. The land improvement is depreciated using the straight-line method based on its anticipated useful life of 20 years.

Note 3 - Accounts Receivable

Accounts receivable at December 31 consist of the following:

	2008	2007
L & F Distributors	$ 1,000	$ -
McAllen ISD	-	3,176
Wells Fargo	800	1,925
Bike Fest	750	-
Marathon Peak Performance	12,000	1,057
Other	868	650
	$ 15,418	$ 6,808

Receivables not deemed collectible by management are charged off annually.

Note 4 - Bingo Investment

The charities participating in the unit accounting agreement that became effective August 1, 2006 are required to rotate between halls. Equipment with a book value of approximately $1,545 was transferred to the unit in accordance with the formation agreement.

At December 31, 2007, PDAP's designated hall was Americana. Due to an excess distribution in 2007, the investment at December 31, 2007 was only $13,826. During 2008, PDAP was rotated into and out of Triple City. At December 31, 2008, PDAP's investment was at El Bingo Grande. The investment in El Bingo Grande was returned in January 2009. State regulations limit the distributions that can be made on a quarterly basis. In January 2009, the final distribution from El Bingo Grande was made to PDAP for the earnings during the fourth quarter of 2008.

Note 4 - Bingo Investment (Continued)

Components of the investment in bingo at December 31, 2008 are as follows:

Original cash investment in El Bingo Grande	$ 15,000
Undistributed earnings	6,448
	$ 21,448

Note 5 - Furniture, Fixtures, and Equipment

Automobiles, furniture, fixtures, and equipment at December 31 consist of the following:

	2008	2007
Transportation Equipment	$ 14,976	$ 14,976
Furniture and Fixtures	7,178	7,178
Equipment	9,667	14,598
	31,821	36,752
Less: Accumulated Depreciation	(30,875)	(36,415)
	$ 946	$ 337

Depreciation expense on furniture, fixtures, and equipment used in operations was approximately $391 for 2008 and $491 for 2007.

Note 6 - Buildings and Land

Buildings and land at December 31 consist of the following:

	2008	2007
Buildings	$ 18,133	$ 18,133
Building Improvements	22,807	24,521
Land	127,667	127,667
Land Improvements	2,908	2,463
	171,515	172,784
Less: Accumulated Depreciation	(19,480)	(18,593)
	$ 152,035	$ 154,191

Note 6 - Buildings and Land (Continued)

Depreciation expense for buildings and improvements for 2008 and 2007 was $1,526 and $1,439 respectively. No interest was capitalized.

Land improvements included approximately $445 of construction in progress at December 31, 2008. The construction of this improvement, a fence, was completed in the subsequent period.

The amount reflected as other loss was the book value of an improvement to the building that is no longer in use.

Note 7 - Temporarily Restricted Assets

Temporarily restricted assets are those invested in the bingo fund-raising activity. Regulations stipulate the cash balances required for bingo operations. Also, an agreement with the other charities requires that distributions be equalized. Revenue is reflected net of the equalization payments.

Note 8 - Fund-raising Events

Fund-raising events include the following:

Event	Revenue and Support	Expenses	Net 2008	Net 2007
Bingo	$ 26,212	$ 3,023	$ 23,189	$ 20,777
Beach Ball	144,059	77,586	66,473	51,265
Golf Tournament	63,443	40,229	23,214	25,260
Evening of Giving	954	286	668	1,551
	$ 234,668	$ 121,124	$ 113,544	$ 98,853

Fund-raising expenses for 2008 and 2007 were approximately $186,573 and $200,937, respectively.

Note 9 - Service Fees

Service fees were earned in accordance with an agreement with McAllen Independent School District. The agreement requires a counselor to be on a specified campus 20 hours each week during the school year and to counsel referrals at the Organization's office as requested.

The South Texas Drug Free Youth Leadership Conferences were held for middle and high school students. The purpose of the conferences was to empower student leaders to encourage their peers in violence, alcohol, tobacco, and other drug prevention. The conferences also serve as a fund-raiser for the Organization. Accordingly, total costs of approximately $23,456 have been allocated equally between program costs and fund-raising.

One hundred twenty-seven and 143 students from 19 and 17 campuses attended in 2008 and 2007 respectively. Registration fees were $31,675, sponsors funded $3,250 of costs for the conferences and expenses amounted to $23,456 in 2008. Hence, a net of $11,469 was provided in 2008. Revenue and support for the 2007 conferences were $38,200 and expenses were $23,414 with net proceeds of $14,786.

Note 10 - Concentrations and Related Party Disclosure

Members of the board, management, and employees together with their families and related entities made donations to the Organization in cash and various items for use in operations. The estimated value of these donations was $29,220 and $34,878 for 2008 and 2007 respectively. Balances at related party financial institutions were $51,418 and $112,257 at December 31, 2008 and 2007 respectively.

Advertising and promotional expenses were $22,199 and $23,730 for 2008 and 2007 respectively. Seven thousand six hundred and $22,700 respectively of advertising was provided as an in-kind donation from related parties for 2008 and 2007. All expenditures for advertising were expensed in the year incurred.

Hidalgo County United Way made annual unrestricted donations of $84,700 and $83,160 for 2008 and 2007 respectively. These donations represented a concentration of funding.

Note 11 - In-Kind Contributions

The Organization received numerous donations of equipment, supplies, and materials consumed in operations and fund-raising activities. These items were recorded at the value assigned by the donor or an estimate based on recent purchases of comparable items if the donor did not provide an estimated value.

The Organization was granted the privilege of receiving food from the Food Bank of the Rio Grande Valley, Inc (the Food Bank). The Food Bank is a not-for-profit entity that receives donated food and allows qualifying individuals and entities to obtain food by paying in some instances only a maintenance fee of ten cents per pound. No estimated value was assigned to the items received from the Food Bank.

In-kind donations for 2008 were valued at $73,367 and $101,171 for 2007. Donated services were valuated at approximately $1,872 in 2007. No recordable donated services were received in 2008.

Note 12 - Subsequent Events

In the subsequent period, a new executive director began, as did conducting Driving While Intoxicated classes and a grant writing agreement with the University of Texas Pan American.

Funding provided by the No Child Left Behind Act under Title IV, Part A for Safe and Drug Free Schools was terminated effective August 31, 2009. Hence, Region One Education Service Center will not be able to sponsor students to the South Texas Drug Free Youth Leadership Conference described in Note 9. A decision has not been made if the format of the conference will be changed or if this program will be terminated.

AI-25876 **6.E.**

Gallagher Bassett Insurance Company

CC REGULAR

Date:	03/28/2011
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval to accept a settlement check from Gallagher Bassett Insurance Company in the amount of $929.22 for auto accident with County vehicle. (Const P3)

BACKGROUND

DOL: 04/07/10

Acct #: 1-1100-360-00-000-005-0-000

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: Const P3

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/22/2011 12:40 PM	APRV
2	Erika Zamora	Erika Zamora	03/23/2011 12:35 PM	APRV
3	Auditor's Office		03/25/2011 07:32 AM	NEW

Form Started By: Aida Alvarez — Started On: 03/22/2011 09:51 AM

Final Approval Date: 03/25/2011

GALLAGHER BASSETT-STL/M.D.HTS
RIVERPORT EXEC. CENTER II
13801 RIVERPORT DRIVE
SUITE 501
MARYLAND HEIGHTS MO 63043-4810

011006 PAGE 1 OF 1 006635

MDG2009 00005497 1 MB 0382 1

HIDALGO COUNTY
ATTN-SAFETY DIVISION
PO BOX 1356
EDINBURG TX 78540

Visit **www.mygbclaim.com** to obtain up to the minute Claim status and payment information 24 hours a day, 7 days a week.

GALLAGHER BASSETT SERVICES INC
FOR ACE AMERICAN INSURANCE CO

DIRECT CHECK INQUIRIES TO:
PHONE: 800-227-1533
GALLAGHER BASSETT-STL/M.D.HTS
RIVERPORT EXEC. CENTER II
13801 RIVERPORT DRIVE
SUITE 501
MARYLAND HEIGHTS MO 63043-4810

CLAIM NO.: 011006 012436 AD 02 (US00343) **BRANCH NO.:** 121 **NO.:** 0084361777
CLAIMANT: HILDAGO COUNTY **ACC DATE:** 07Apr10 **VN:** 0000240646
DESCRIPTION: DAMAGE TO 09 CHEV TAHOE-DATE OF ACCIDENT 04/07/10 **DATE:** 11Mar11
DATES OF SERVICE: **THRU** **AMOUNT:** 929.22
BENEFIT PERIOD: **THRU**

**

DETACH AND RETAIN THIS STUB FOR YOUR REFERENCE

C 0005497 006194 001 001

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GALLAGHER BASSETT SERVICES INC
FOR ACE AMERICAN INSURANCE CO

CHECK NO. 0084361777 006635
VN. 0000240646
DATE: 11Mar11 62-20/311

NOT VALID AFTER 90 DAYS
PAY EXACTLY
$ **929.22

CLAIM NO.: 011006 012436 AD 02 (US00343) **BRANCH NO.:** 121
PAY NINE HUNDRED TWENTY-NINE AND 22/100 DOLLARS**********

TO THE ORDER OF HILDAGO COUNTY
PO BOX 1356
EDINBURG TX 78540

AUTHORIZED SIGNATURE

CITIBANK, N.A.
ONE PENN'S WAY
NEW CASTLE, DE 19720

⑈0084361777⑈ ⑆031100209⑆ 4007490⑈

AI-25872 **6.F.**

Chubb Group Insurance Company Settlement Check
CC REGULAR

Date:	03/28/2011
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval to accept a claim settlement check from Chubb Group Insurance Company in the amount of $10,089.41 for damages sustained by water leak at county building. (Precinct 3)

BACKGROUND

DOL: 02/15/11
Precinct 3 Multi-Purpose Offices

Acct #: 1-1100-360-00-000-005-0-000

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: P3

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/22/2011 09:38 AM	APRV
2	Erika Zamora	Erika Zamora	03/23/2011 12:33 PM	APRV
3	Auditor's Office		03/25/2011 07:32 AM	NEW

Form Started By: Aida Alvarez — Started On: 03/22/2011 08:44 AM

Final Approval Date: 03/25/2011

CHUBB GROUP OF INSURANCE COMPANIES
PO BOX 42065,
Phoenix, AZ 85080-2065

Payment Summary

Claim Ref #: 047511007289
Policy: 000035834670
Occurence: 000027
Date of Loss: 02/15/2011
SSN#/TIN#: XXXXXXXXXX
Payee: Hidalgo County

Insured: Hidalgo County

Page: 1 of 1
Check Number: 6502336
Print Date: 03/09/2011
Issue Date: 03/08/2011

DATE	CLAIMANT	DESCRIPTION	AMOUNT
		Building Damage	9,089.41
		Debris Removal	1,000.00

ATTACHMENTS

CHECK TOTAL: 10,089.41

Comments:

Claim Representative: ROBERT CAMBRON

Phone: (800)252-4670

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW. DO NOT CASH IF NOT PRESENT.

Check Number 6502336 60-160
Date 03/09/2011 433

FEDERAL INSURANCE COMPANY
PO BOX 42065,
Phoenix, AZ 85080-2065

Mellon Bank N. A.
PITTSBURGH, PA

Claim Ref #: 047511007289

PAY TO THE ORDER OF Hidalgo County

THE SUM OF Ten Thousand Eighty Nine Dollars And 41/100 ¢ $***10,089.41

IN SETTLEMENT OF BLDG / DEBRIS LESS $25,000 DED

Hidalgo County
PO BOX 1356
Attention: Safety Division
Edinburg, TX 78540-1356

AUTHORIZED SIGNATURE

VOID VOID VOID

AI-25935 **7.A.**

Resolution Supporting Walk N Rolla Event
CC REGULAR

Date:	03/28/2011
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Discussion, consideration, and approval of Proclamation recognizing April 09, 2011 as the Walk-N-Rolla 2011 Multi-Modal Celebration Day.

BACKGROUND

Item requested by HCMPO.

Fiscal Impact

Attachments

Link: Proclamation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/24/2011 06:57 AM	APRV
2	Roland Garcia	Rolando Garcia	03/24/2011 08:48 AM	APRV
3	Auditor's Office		03/25/2011 07:32 AM	NEW
Form Started By: Erika Reyna			Started On: 03/23/2011 03:58 PM	
Final Approval Date: 03/25/2011				

County of Hidalgo
State of Texas

PROCLAMATION

WHEREAS, The Hidalgo County Metropolitan Planning Organization (HCMPO) in partnership with local governments and community organizations will host the 1st Annual "Walk-n-Rolla 2011 Multi-Modal Celebration celebrating alternate modes of transportation such as walking, bicycling, carpooling and public-transit which promote public health and a healthy environment, support our economy, and improve quality of life and the livability of our neighborhoods, cities and region and,

WHEREAS, The Walk-n-Rolla 2011 Celebration will be held on Saturday, April 9, 2011 in the Courthouse Square in Edinburg, Texas from 8:00am to 2:00pm and include multi-modal events such as bike rides, bike routes, bike rodeos for kids, 5k run, community walk and other activities and informational booths and exhibits providing citizens the opportunity to experience and learn more about alternate transportation options and efforts to reduce urban sprawl and auto oriented type development and create vibrant, compact, walk able, bike-friendly and livable communities and,

WHEREAS, Making investments in walking, bicycling and public transit infrastructure can connect jobs, shipping and living thus creating clean and convenient alternatives to driving and,

WHEREAS, Studies have shown that walking and bicycling allows citizens to live longer healthier lives by improving health and reducing many health risks. Walking thirty (30) to sixty (60) minutes a day lowers weight and greatly reduces our risk of dying from heart disease, cancer, stroke, and diabetes, and,

WHEREAS, Walking and bicycling is not only beneficial for our health and well-being but can also play an important role in improving our quality of life by helping protect and improve our living environment and natural resources; and,

WHEREAS, Citizens can help improve the environment by limiting their driving and reducing vehicle exhaust emissions particularly since emissions can be the most toxic on short trips. By choosing to walk or bike, we not only save money on fuel and vehicle maintenance costs, reduce traffic and the noise levels associated with road traffic, we improve our health, reduce the impact of greenhouse gas emissions on global warming and the associated environmental costs; and,

WHEREAS, Citizens are encouraged to walk or bike all or part of their commute to work and school aiming for a minimum fifteen (15) minute walk each way. If you take public transportation, try walking to a further stop before boarding, or getting off a stop early and walking the rest of the distance to work. If your commute is too long, make it a Walk to Lunch Day and invite your co-workers or classmates to join you in your walk or bike to work and school and,

NOW THEREFORE, BE IT PROCLAIMED that the Hidalgo County Commissioners' Court hereby issues this Proclamation recognizing April 9, 2011 as Walk-N-Rolla 2011 Multi-Modal Celebration Day in Hidalgo County and encourage all citizens to participate In the Walk–N-Rolla 2011 Multi-Modal Celebration and support these efforts to promote multiple transportation options and improve quality of life, livability and sustainability of our communities.

Dated this 29th day of March, 2011.

_____
RAMON GARCIA
County Judge

_____
JOEL QUINTANILLA
County Commissioner, Pct. 1

_____
HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

_____
JOE M. FLORES
County Commissioner, Pct.3

_____
JOSEPH PALACIOS
County Commissioner, Pct. 4

Attested to:

_____
ARTURO GUAJARDO, JR.
County Clerk

AI-25938 **7.B.**

Approval of resolution to apply for Juvenile Accountability Block Grant (JABG)

CC REGULAR

Date: 03/28/2011
Submitted By: Michael Leo, COUNTY JUDGE
Department: COUNTY JUDGE

Information

CAPTION

Approval of resolution to apply for Juvenile Accountability Block Grant (JABG)

BACKGROUND

On 1/25/2011, CC approved AI-24961, to apply for the Juvenile Accountability Block Grant, as presented by Juvenile Probation Director Buddy Silva, and the authorization for the County Judge to sign (electronically certify) the application. This resolution is in support of that action, as requested by the Criminal Justice Division of the Governor's Office.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact. Resolution only.

Attachments

Link: JABG Resolution

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/24/2011 06:58 AM	APRV
2	Roland Garcia	Rolando Garcia	03/24/2011 07:46 AM	APRV
3	Auditor's Office		03/25/2011 07:32 AM	NEW

Form Started By: Michael Leo — Started On: 03/23/2011 04:41 PM

Final Approval Date: 03/25/2011

County of Hidalgo

State of Texas

RESOLUTION

WHEREAS, The Hidalgo County Commissioners' Court finds it in the best interest of the citizens of Hidalgo County, that the Juvenile Accountability Block Grant (JABG) - Early Intervention Counseling Program be operated for the period of September 1, 2011 thru August 31, 2012; and

WHEREAS, The Hidalgo County Commissioners' Court understands that there is an estimated matching requirement of $5,263.36; and

WHEREAS, The Hidalgo County Commissioners' Court agrees that in the event of loss or misuse of the Juvenile Accountability Block Grant (JABG) funds, Hidalgo County Commissioners' Court assures that the funds will be returned to the grantor in full; and

WHEREAS, The Hidalgo County Commissioners' Court designates Hidalgo County Judge as the grantee's authorized official.

NOW, THEREFORE BE IT RESOLVED, that the Hidalgo County Commissioners' Court approved submission of the grant application for the Juvenile Accountability Block Grant (JABG) - Early Intervention Counseling Program.

ADOPTED THE _____ DAY OF _____ 2011.

SIGNED AND ENTERED ON THE ABOVE DATE BY THE FOLLOWING MEMBERS OF THE HIDALGO COUNTY COMMISSIONERS COURT

_____
RAMON GARCIA
County Judge

_____
JOEL QUINTANILLA
County Commissioner, Pct. 1

_____
HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

_____
JOE M. FLORES
County Commissioner, Pct.3

_____
JOSEPH PALACIOS
County Commissioner, Pct. 4

Attested to:

_____
ARTURO GUAJARDO, JR.
County Clerk

AI-25934 **7.C.**

Presentation regarding the RGV Low Cost Spay & Neuter Clinic/request for financial support

CC REGULAR

Date:	03/28/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Submitted For:	Jennifer Longoria
Department:	EXECUTIVE OFFICE
Agenda Category:	County Judge's Office

Information

CAPTION

Presentation regarding the RGV Low Cost Spay & Neuter Clinic and request for financial support from county.

BACKGROUND

Contact person - Victoria Villanueva
Presentation/video to be given to the court on Tuesday.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/24/2011 06:56 AM	APRV
2	Roland Garcia	Rolando Garcia	03/24/2011 12:08 PM	APRV
3	Auditor's Office		03/25/2011 07:32 AM	NEW
Form Started By: Monica Badillo			Started On: 03/23/2011 03:54 PM	
Final Approval Date: 03/25/2011				

AI-25937 **7.D.**

Regal Beloit Tax Abatement Agreement

CC REGULAR

Date:	03/28/2011
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Discussion, consideration, and approval of Tax Abatement Agreement between Hidalgo County and Regal Beloit - RBC Manufacturing Corporation.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/24/2011 06:58 AM	APRV
2	Roland Garcia	Rolando Garcia	03/25/2011 07:26 AM	APRV
3	Auditor's Office		03/25/2011 07:32 AM	NEW
Form Started By: Erika Reyna			Started On: 03/23/2011 04:05 PM	
Final Approval Date: 03/25/2011				

AI-25936 **7.E.**

Tax Abatement Guidelines

CC REGULAR

Date:	03/28/2011
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Discussion, consideration, and approval of amendment to Guidelines and Criteria for Granting Tax Abatements in Hidalgo County under Chapter 312 of the Texas Tax Code.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/24/2011 06:57 AM	APRV
2	Roland Garcia	Rolando Garcia	03/25/2011 07:26 AM	APRV
3	Auditor's Office		03/25/2011 07:32 AM	NEW
Form Started By: Erika Reyna			Started On: 03/23/2011 04:03 PM	
Final Approval Date: 03/25/2011				

AI-25927 **8.A.**

Wireless Plan Upgrade

CC REGULAR

Date:	03/28/2011
Submitted By:	Rosie Hinojosa, SHERIFF DEPT.
Submitted For:	Rosie Hinojosa
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Authorization and approval of cell phone upgrade plans through the County's membership/
participation with Contract: DIR-SDD-611 through Sprint:

Qty	Plan	Monthly Rate
29	Business Advantage Messaging & Data 450 W/Anymobile Anytime	$ 60.89
31	Business Advantage Talk 450 w/Unlimited Messaging	$ 44.30
3	Business Advantage Messaging & Data 2000 w/Anymobile Anytime	$107.09

* Note: Included in the plan is a $7.00 Equipment Protection (TEP) Fee per each.

Total Cell Phones: 63
Estimated Monthly Rate: $3,460.38

BACKGROUND

The authorization and approval to purchase (28) Sanyo Taho Phones and (28) LG Optimus S (Android) Cell Phones were done through Commissioners Court on 02/14/11 (Agenda Item 25226); and, also approved were the upgrades. The actual plan rates were not included.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1229-421-00-280-007-0-532

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

BUDGETARY IMPACT:

1) Available balance in Requisition #191074 $10,381.14 for Sprint
2) Account available balance as of 3-24-11 $34,775.67

60.89-7=53.89X29=1,562.81
44.30-7=37.30X31=1,156.30
107.09-7=100.09X3=300.27

63X7=441

Monthly rate of $3,460.38

Attachments

Link: Sprint Rate Plans

Link: Request Forms W.1.3.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	03/24/2011 11:04 AM	APRV
2	Budget & Management	Erika Zamora	03/24/2011 11:31 AM	APRV
3	Manuel Chapa	Manuel Chapa	03/24/2011 01:19 PM	APRV
4	Auditor's Office		03/25/2011 07:32 AM	NEW

Form Started By: Rosie Hinojosa

Started On: 03/23/2011 03:17 PM

Final Approval Date: 03/25/2011

Sprint Together with Nextel — CDMA Quotation - Estimated Cost - Upgrades

Customer Information

Customer Name:	Hidalgo County Sheriffs Office
Financial Contact Name:	Chief Martinez/Lt. Ozuna/Rosie Hinojosa
Address:	PO BOX 1228
City:	Edinburg
State:	TX
Zip:	78540
Financial Contact Phone:	956-393-6024
Email Address:	richard.ozuna@hidalgoso.org
Acct # (if applicable):	BAN 522183584

Sales Representative Information

Name & Title:	Robert Hahn - Public Sector Account Executive
Phone:	956-227-8642 robert.hahn@sprint.com
Address:	1300 N. 10th Street. Suite 420
	McAllen TX 78501

EFT/Contract Information

Financial Instution:	United Missouri Bank - 1008 Oak Street, Kansas City, MO 64106
ACH Coordinator:	Judy Sweeze - 816-860-3821
Routing Transit Number:	
Depositor Account Title:	Sprint PCS
Depositor Acccount Number:	9870994712
Remit To Address:	P.O. Box 219554, Kansas City, MO 64121
Vendor PO Address:	12524 Sunrise Valley Drive, Reston, VA 20196
Contract Vehicle & Number:	DIR-SDD-611
Cage Code:	
DUNS #:	
Tax ID #	
Doing Business As:	Sprint

Quote Date:	18-Jan-11	Contract Vehicle being utilized: DIR-SDD-611	Control # : 110118
Expiration Date:	31-Jan-11	Fully Competed. Early Termination Fee: $0.00	(YYMMDDConsecutive##Initials)
		Upgrade Eligible: 12 Month/Flat Rate Price	

Equipment Upgrade Special Pricing - One Time Charges (56 lines)

Qty.	Model	DIR Contract Flat Rate Price			Unit Item Price	Extended Item Price
28	Sanyo Taho (Rugged, Flip, Water Resistant) ($299.99 MSRP) - **12 month renewal**	$99.99			$0.99	$27.72
28	LG Optimus S (Android) - PDA ($299.99 MSRP) - **12 month renewal**	$49.99			$0.99	$27.72
	Total				***Subtotal for One Time Charges***	**$55.44**

Rate Plans & Services - Monthly Charges: (29,850 Min Pool)

Qty.	Rate Plan	MRC		MRC Includes Appliciable Discounts	Extended Monthly Price
25	Business Advantage Messaging & Data 450 w/Anymobile Anytime		$53.89		$1,347.25
28	Business Advantage Talk 450 w/Unlimited Messaging		$37.30		$1,044.40
3	Business Advantage Messaging & Data 2000 w/Anymobile Anytime		$100.09		$300.27
56	Total Equipment Protection - TEP		$7.00		$392.00
	Total Estimated Monthly Service Charges:*			***Subtotal for Monthly Charges***	**$3,083.92**
	Total Estimated Monthly Service Charges (12 Months):*			***Subtotal for Annual Expense***	**$37,007.04**
	****This is not a bill or an invoice****			**Average Cost/User**	**$55.07**

*This Quick Quote Estimation Tool is intended to provide approximate cost information about Sprint products and services. Additional taxes, fees and other charges may apply. Offers are subject to change at any time. Other conditions may apply. Some services may be provided and billed through third parties. Pricing and promotions may have expiration dates, limited availability and term requirements. PLEASE NOTE THAT ANY PROMOTIONAL DISCOUNTS BASED ON A TERM COMMITMENT THAT APPLY TO THE PURCHASE OF SPRINT PCS DEVICES IS A FORWARD DISCOUNT. SHOULD YOUR AGENCY CANCEL AT ANY TIME (PRIOR TO THE END OF THE CONTRACT TERM) FOR CONVENIENCE, YOUR AGENCY WILL BE RESPONSIBLE TO PAY BACK THE FORWARD DISCOUNT ABOVE ON EACH SPRINT PCS DEVICE PURCHASED. See Terms & Conditions page, your Sprint Nextel representative or visit www.sprint.com for more information.

Sprint Together with Nextel — CDMA Quotation - Estimated Cost - 7 New Lines

Customer Information

Customer Name:	Hidalgo County Sheriffs Office
Financial Contact Name:	Chief Martinez/Lt. Ozuna/Rosie Hinojosa
Address:	PO BOX 1228
City:	Edinburg
State:	TX
Zip:	78540
Financial Contact Phone:	956-393-6024
Email Address:	richard.ozuna@hidalgoso.org
Acct # (if applicable):	BAN 522183584

Sales Representative Information

Name & Title:	Robert Hahn - Public Sector Account Executive
Phone:	956-227-8642 robert.hahn@sprint.com
Address:	1300 N. 10th Street. Suite 420
	McAllen TX 78501

EFT/Contract Information

Financial Instution:	United Missouri Bank - 1008 Oak Street, Kansas City, MO 64106
ACH Coordinator:	Judy Sweeze - 816-860-3821
Routing Transit Number:	
Depositor Account Title:	Sprint PCS
Depositor Acccount Number:	9870994712
Remit To Address:	P.O. Box 219554, Kansas City, MO 64121
Vendor PO Address:	12524 Sunrise Valley Drive, Reston, VA 20196
Contract Vehicle & Number:	DIR-SDD-611
Cage Code:	
DUNS #:	
Tax ID #	
Doing Business As:	Sprint

Quote Date:	25-Jan-11	Contract Vehicle being utilized: DIR-SDD-611	Control # : 110125
Expiration Date:	2-Feb-11	Fully Competed. Early Termination Fee: $0.00	(YYMMDDConsecutive##Initials)
		Upgrade Eligible: 12 Month/Flat Rate Price	

Equipment Upgrade Special Pricing - One Time Charges (7 lines)

Qty.	Model	DIR Contract Flat Rate Price			Unit Item Price	Extended Item Price
3	Sanyo Taho (Rugged, Flip, Water Resistant) ($299.99 MSRP) - **12 month DIR**	$99.99			$0.99	$2.97
4	LG Optimus S (Android) - PDA ($299.99 MSRP) - **12 month DIR**	$49.99			$0.99	$3.96
	Total				***Subtotal for One Time Charges***	**$6.93**

Rate Plans & Services - Monthly Charges: (3150 additional pooled minutes + 29850 existing = 33,000 Min Pool)

Qty.	Rate Plan	MRC		MRC Includes Applicable Discounts	Extended Monthly Price
4	Business Advantage Messaging & Data 450 w/Anymobile Anytime	$53.89			$215.56
3	Business Advantage Talk 450 w/Unlimited Messaging	$37.30			$111.90
7	Total Equipment Protection - TEP	$7.00			$49.00
	Total Estimated Monthly Service Charges:*			***Subtotal for Monthly Charges***	**$376.46**
	Total Estimated Monthly Service Charges (12 Months):*			***Subtotal for Annual Expense***	**$4,517.52**
	****This is not a bill or an invoice****			**Average Cost/User**	**$53.78**

*This Quick Quote Estimation Tool is intended to provide approximate cost information about Sprint products and services. Additional taxes, fees and other charges may apply. Offers are subject to change at any time. Other conditions may apply. Some services may be provided and billed through third parties. Pricing and promotions may have expiration dates, limited availability and term requirements.PLEASE NOTE THAT ANY PROMOTIONAL DISCOUNTS BASED ON A TERM COMMITMENT THAT APPLY TO THE PURCHASE OF SPRINT PCS DEVICES IS A FORWARD DISCOUNT. SHOULD YOUR AGENCY CANCEL AT ANY TIME (PRIOR TO THE END OF THE CONTRACT TERM) FOR CONVENIENCE, YOUR AGENCY WILL BE RESPONSIBLE TO PAY BACK THE FORWARD DISCOUNT ABOVE ON EACH SPRINT PCS DEVICE PURCHASED. See Terms & Conditions page, your Sprint Nextel representative or visit www.sprint.com for more information.

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Various Employees Employee ID#_____ Signature:_____

DEPARTMENT: Sheriff's Office DEPT #: 280

Quantity: 29

Service: $ 60.89 /mo (x) 12 months = $21,189.72 Account: 1-1229-421-00-280-007-0 -532

Service: $_____/mo (x) ____ months = $0.00 Account:_____ -619/664

Requisition Total: $21,189.72 **Requisition Number:**_____

(3) Elected Official/Department Head Authorization for Request:

Signature	Anacleto Martinez	03/23/11
	Print Name	Date

(4) Executive Office Authorization:

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: BUSINESS ADVANTAGE MESSAGING & DATA 450 W/ANYMOBILE ANYTIME, WITH EQUIPMENT PROTECTION (TEP) OF $7.00 ON EACH PHONE.

☑ SPRINT _____ -or-

☐ VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution_____

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Various Employees Employee ID#_____ Signature:_____

DEPARTMENT: Sheriff's Office DEPT #: 280

Quantity: 31

Service: $44.30 /mo (x) 12 months = $16,479.60 Account: 1-1229-421-00-280-007-0 -532

Service: $_____/mo (x) ____ months = $0.00 Account:_____ -619/664

Requisition Total: $16,479.60 **Requisition Number:**_____

(3) Elected Official/Department Head Authorization for Request:

Signature | Anacleto Martinez (Print Name) | 03/23/11 (Date)

(4) Executive Office Authorization:

Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: BUSINESS ADVANTAGE TALK 450 W/UNLIMITED MESSAGING, WITH EQUIPMENT PROTECTION (TEP) OF $7.00 ON EACH PHONE.

☑ SPRINT _____ -or-

☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**_____

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Various Employees Employee ID# _____ Signature: _____

DEPARTMENT: Sheriff's Office DEPT #: 280

Quantity: 3

Service: $107.09/mo (x) 12 months = $3,855.24 Account: 1-1229-421-00-280-007-0 -532

Service: $_____/mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $3,855.24 **Requisition Number:** _____

(3) Elected Official/Department Head Authorization for Request:

Signature	Anacleto Martinez	03/23/11
	Print Name	Date

(4) Executive Office Authorization:

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: BUSINESS ADVANTAGE MESSAGING & DATA 2000 W/ANYMOBILE ANYTIME, WITH EQUIPMENT PROTECTION (TEP) OF $7.00 ON EACH PHONE.

☑ SPRINT -or-

☐ VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised 1/21/2009

AI-25601 **10.A.**

Cellular Phone Request

CC REGULAR

Date:	03/28/2011
Submitted By:	FIRE MARSHAL'S DEPT.
Submitted For:	Juan Martinez
Department:	FIRE MARSHAL'S DEPT.
Agenda Category:	IT Department

Information

CAPTION

Fire Marshal's Dept.:
Pursuant to Hidalgo County Cellular Telephone Policy, presentation, and acceptance and approval of Wireless Device Request Form (Cell Phone Upgrades and Plan Changes) for the following:

1. Approval of Requisition #191046 for the purchase of cellular phone upgrades. Purchase consist of the five (5) HTC EVO 3G/4G Smart phones at $49.99 each for a total cost of $249.95.

2. Approval to down grade current cellular phone plan from the Business Advantage Messaging and Data 900 ($69.29) to the Business Advantage Messaging and Data 450 ($63.89).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 1 **ACCT. #:** 1-1100-422-10-300-001-0-532/619

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

BUDGETARY IMPACT:

532 - account balance is $9,106.47 619 available balance $249.95
Ref. P.O. 651271

Attachments

Link: Wireless Req Frm.FM

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/02/2011 03:43 PM	APRV
2	Roland Garcia	Rolando Garcia	03/02/2011 04:48 PM	APRV
3	Auditor's Office		03/03/2011 08:28 AM	NEW

Form Started By: Yolanda Orozco Started On: 03/02/2011 02:48 PM

Final Approval Date: 03/08/2011

WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☐ Data card ☐ Blackberry ☑ Other: PHONE: HTC EVO SMARTPH

DATA CARDS, BLACKBERRY or OTHER (one form per individual)

(2) Requesting employee: OFFICE USE Employee ID#_____ Signature:_____

DEPARTMENT: FIRE MARSHAL'S DEPT #: 300

Quantity: 5

Service: $ 63.89 /mo (x) 10 months = 3,194.50 Account: 1-1100-422-10-300-001-0-**532**

Service: $ 49.99 /mo (x) 1 months = 249.95 Account: 1-1100-422-10-300-001-0-**619/664**

Requisition Total: 249.95 **Requisition Number:** 191046

(3) Elected Official/Department Head Authorization for Request:

Signature	Print Name	Date
	Juan Martinez	3/2/2011

(4) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **SPRINT UNLIMITED DATACARD PLAN -or-**

☐ **SPRINT BE1000 + DATAPLAN**

☑ **OTHER:** PHONE: HTC EVO SMARTPHONE PLAN: BUS. ADVANTAGE MESSAGING/DATA 900

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 01/21/2010

AI-25933 **10.B.**

Wireless Request
CC REGULAR

Date: 03/28/2011
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: IT Department

Information

CAPTION

Information Technology:
Authorization to upgrade cell phone plans through the County's membership/participation with CONTRACT: DIR-SDD-604 (REQUISITION #192483 & 191559) with awarded vendor VERIZON WIRELESS for the following:

Qty:	Dept.:	User:	Plan Upgrade:	Phone Number:
1	Info.Tech.	Robert Vela	Nationwide Talk&Text Small Business Share 7500 Mins @ $44.36 + $5.00 Taxes/Fees = $49.36mo	956-292-6208
1	Info.Tech.	Noah Lopez	Nationwide Talk&Text Small Business Share 7500 Mins @ $44.36 + $5.00 Taxes/Fees = $49.36mo	956-578-7162
1	Info.Tech.	Kevin Le	Nationwide Talk&Text Small Business Share 7500 Mins @ $44.36 + $5.00 Taxes/Fees = $49.36mo	956-578-7161
1	Info.Tech.	Jakim Barboza	Nationwide Talk&Text Small Business Share 7500 Mins @ $44.36 + $5.00 Taxes/Fees = $49.36mo	956-578-7040
1	Info.Tech.	Luis Izaguirre	Nationwide Talk&Text Small Business Share 7500 Mins @ $44.36 + $5.00 Taxes/Fees = $49.36mo	956-578-5834
1	Info.Tech.	Jorge Helu	Nationwide Talk&Text Small Business Share 7500 Mins @ $44.36 + $5.00 Taxes/Fees = $49.36mo	956-515-8431
1	Info.Tech.	Carlos Garcia	Nationwide Talk&Text Small Business Share 7500 Mins @ $44.36 + $5.00 Taxes/Fees = $49.36mo	956-483-2133
1	Info.Tech.	Daniel Gonzalez	Nationwide Talk&Text Small Business Share 7500 Mins @ $44.36 + $5.00 Taxes/Fees = $49.36mo	956-907-1611
1	Info.Tech.	Juan De Leon	Nationwide Talk&Text Small Business Share 7500 Mins @ $44.36 + $5.00 Taxes/Fees = $49.36mo	956-207-9204
1	Info.Tech.	Eli Gracia	Nationwide Talk&Text Small Business Share 7500 Mins @ $44.36 + $5.00 Taxes/Fees = $49.36mo	956-207-9941
1	Info.Tech.	Jose Alvarez	Nationwide Talk&Text Small Business Share 7500 Mins @ $44.36 + $5.00 Taxes/Fees = $49.36mo	956-207-2391
1	Info.Tech.	IT Spare	Nationwide Talk&Text Small Business Share 7500 Mins @ $44.36 + $5.00 Taxes/Fees = $49.36mo	956-475-6938

1	Info.Tech	Renan Ramirez	Nationwide Unl. Talk @ $54.59 + Unl. Text @ $12.00 + EMail&Web @ $29.99 + $5.00 Taxes/Fees = 101.58	956-457-0792
1	Info.Tech	Stan Ramos	Nationwide Unl. Talk @ $54.59 + Unl. Text @ $12.00 + EMail&Web @ $29.99 + $5.00 Taxes/Fees = 101.58	956-587-2933

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-415-00-200-001-0-532

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

BUDGETARY IMPACT:

Amount available through Requisitions 192483 & 191559 in the amounts of $7,107.84 & $2,437.92 as of 3/24/11 for Verizon Wireless.

Attachments

Link: Quote for 12

Link: Req # 192483

Link: Quote for 2

Link: Req #191559

Link: 2 Request Forms

Link: 12 Request Forms

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/24/2011 06:55 AM	APRV
2	Erika Zamora	Erika Zamora	03/24/2011 03:37 PM	APRV
3	Auditor's Office		03/25/2011 07:32 AM	NEW

Form Started By: Griselda Salazar Started On: 03/23/2011 03:46 PM

Final Approval Date: 03/25/2011

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

Wireless Proposal for: Hidalgo County

Code	Rate Plan:	# of Lines	Discounted Monthly Access	Included Minutes	Overage	Monthly Cost	Yearly Cost
77719	NATIONWIDE TALK & TEXT SMALL BUSINESS SHR PRIMARY 7500 $5340 $415 0509	1	$356.40	7,500	$0.25	$356.40	$4,276.80
77720	NATIONWIDE TALK & TEXT SMALL BUSINESS SHR SECONDARY 7500 $5351 $15.99 0509	11	$15.99	0	$0.25	$175.89	$2,110.68
	Total	12		7500		$532.29	$6,387.48

Code	Features	# of Lines	Discounted Monthly Access	Monthly Cost	Yearly Cost
		0	$0.00	$0.00	$0.00
		0	$0.00	$0.00	$0.00
		0	$0.00	$0.00	$0.00
	Total		$0.00	$0.00	$0.00

Rate Plan & Feature Estimated Yearly Cost: **$6,387.48**

Device	# of Lines	Cost per Unit	Total
			$0.00
			$0.00
			$0.00
Total	0	$0.00	$0.00

Accessory	# of Lines	Cost per Unit	Total
			$0.00
			$0.00
			$0.00
Total	0	$0.00	$0.00

Equipment Estimated Cost: **$0.00**

Additional Notes:

* Charge does not include roaming charges, minutes used over allowance, etc. Please see Service Rate Plan and Calling Features below for more information.

** All applicable discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-SDD-604 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the http://www.dir.state.tx.us/ internet website. Price quotes do not reflect Federal Universal Service and Regulatory Fees, charges, or pass-through assessments. Pelase see information on Regulatory Surchases and Fees below for additional detials.

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon Wireless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless. Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

The prices of equipment in the attached Government Equipment Matrix have been discounted and are in effect through 09/25/10 for new cellular service activations and eligible equipment upgrades. Equipment purchased without service activation is not eligible for discounted pricing and will be charged full retail price. A wireless device must be in service for a minimum of 10 months to be eligible for an equipment upgrade at the discounted pricing regardless of

contract vehicle chosen. If you choose to upgrade or replace equipment due to loss or theft of your device prior to completing 10 months of service, you may be charged full retail price. This offer cannot be combined with any other offer. Other restrictions or charges may apply. Prices are subject to change without notice and quantities may be limited. Please contact your sales representative at the time of purchase for the latest equipment pricing.

Cellular Accessories: Verizon Wireless provides a variety of accessories to compliment and enhance the usefulness of the various cellular telephone models it

offers. Accessories, such as cigarette light adapters, headsets and leather cases may be avaialble at an additional charge. **Verizon Wireless offers a flat 25% discount off of the retail price for accessories**. Such discount is subject to the terms and conditions of the Verizon Wireless Pricing and Equipment Offer in this response. Equipment pricing is subject to change and availability. For details on additional accessories available, please visit www.verizonwireless.com.

Requisition

Req # 00192483

PO #

Date: 03/23/11

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: **GRISELDA**
956-292-7010

Contract No: **DIR-SDD-604**

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		COMM.COURT 3/29/11		
		DO NOT DUPLICATE ORDER		
12.00	MONTH	OPEN PO FOR 12 CELL PHONES UNDER THE NATIONWIDE TALK & TEXT SMALL BUSINESS SHARE 7500 MINS PLAN @ $44.36EA + $5.00 TAXES/FEES = $49.36MO X 12 CELL PHONES = $592.32MO X 12MOS = $7,107.84	592.32	7,107.84
		Account No	Encumbrance	
		1-1100-415-00-200-001-0-532	7,107.84	
			Freight	.00
			Total	7,107.84
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

1915 59

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

Wireless Proposal for: Hidalgo County

Code	Rate Plan:	# of Lines	Discounted Monthly Access	Included Minutes	Overage	Monthly Cost	Yearly Cost
	Nationwide Unlimited Talk - $69.99 (less discount)	1	$54.59				
				0	$0.00		
	Total	1		0		$0.00	$0.00

Code	Features	# of Lines	Discounted Monthly Access	Monthly Cost	Yearly Cost
	5000 TXT/PIX/FLIX w/ Unlimited M2M	1	$12.00	$12.00	$144.00
	EMAIL AND WEB	1	$29.99	$29.99	$359.88
		0	$0.00	$0.00	$0.00
	Total		$41.99	$41.99	$503.88

Rate Plan & Feature Estimated Yearly Cost: **$0.00**

Device	# of Lines	Cost per Unit	Total
			$0.00
			$0.00
			$0.00
Total	0	$0.00	$0.00

Accessory	# of Lines	Cost per Unit	Total
			$0.00
			$0.00
			$0.00
Total	0	$0.00	$0.00

Equipment Estimated Cost: **$0.00**

Additional Notes

* Charge does not include roaming charges, minutes used over allowance, etc. Please see Service Rate Plan and Calling Features below for more information.

** All applicable discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-SDD-604 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the http://www.dir.state.tx.us/ internet website. Price quotes do not reflect Federal Universal Service and Regulatory Fees, charges, or pass-through assessments. Pelase see information on Regulatory Surchases and Fees below for additional detials.

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The prices of equipment in the attached Government Equipment Matrix have been discounted and are in effect through 09/25/10 for new cellular service activations and eligible equipment upgrades. Equipment purchased without service activation is not eligible for discounted pricing and will be charged full retail price. A wireless device must be in service for a minimum of 10 months to be eligible for an equipment upgrade at the discounted pricing regardless of

contract vehicle chosen. If you choose to upgrade or replace equipment due to loss or theft of your device prior to completing 10 months of service, you may be charged full retail price. This offer cannot be combined with any other offer. Other restrictions or charges may apply. Prices are subject to change without notice and quantities may be limited. Please contact your sales representative at the time of purchase for the latest equipment pricing.

Cellular Accessories: Verizon Wireless provides a variety of accessories to compliment and enhance the usefulness of the various cellular telephone models it

offers. Accessories, such as cigarette light adapters, headsets and leather cases may be avaialble at an additional charge. **Verizon Wireless offers a flat 25% discount off of the retail price for accessories**. Such discount is subject to the terms and conditions of the Verizon Wireless Pricing and Equipment Offer in this response. Equipment pricing is subject to change and availability. For details on additional accessories available, please visit www.verizonwireless.com

191559

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

Wireless Proposal for: Hidalgo County

Code	Rate Plan:	# of Lines	Discounted Monthly Access	Included Minutes	Overage	Monthly Cost	Yearly Cost
	Nationwide Unlimited Talk - $69.99 (less discount)	1	$54.59				
				0	$0.00		
	Total	1		0		$0.00	$0.00

Code	Features	# of Lines	Discounted Monthly Access	Monthly Cost	Yearly Cost
	5000 TXT/PIX/FLIX w/ Unlimited M2M	1	$12.00	$12.00	$144.00
	EMAIL AND WEB	1	$29.99	$29.99	$359.88
		0	$0.00	$0.00	$0.00
	Total		$41.99	$41.99	$503.88

Rate Plan & Feature Estimated Yearly Cost: **$0.00**

Device	# of Lines	Cost per Unit	Total
			$0.00
			$0.00
			$0.00
Total	0	$0.00	$0.00

Accessory	# of Lines	Cost per Unit	Total
			$0.00
			$0.00
			$0.00
Total	0	$0.00	$0.00

Equipment Estimated Cost: **$0.00**

Additional Notes:

* Charge does not include roaming charges, minutes used over allowance, etc. Please see Service Rate Plan and Calling Features below for more information.

** All applicable discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-SDD-604 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the http://www.dir.state.tx.us/ internet website. Price quotes do not reflect Federal Universal Service and Regulatory Fees, charges, or pass-through assessments. Pelase see information on Regulatory Surchases and Fees below for additional detials.

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contract vehicle chosen. If you choose to upgrade or replace equipment due to loss or theft of your device prior to completing 10 months of service, you may be charged full retail price. This offer cannot be combined with any other offer. Other restrictions or charges may apply. Prices are subject to change without notice and quantities may be limited. Please contact your sales representative at the time of purchase for the latest equipment pricing.

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Requisition

Req # 00191559

PO #

Date: 03/09/11

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: **GRISELDA**
956-292-7010

Contract No: **DIR-SDD-604**

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		COMM. COURT 3/29/11		
		DO NOT DUPLICATE ORDER		
12.00	MONTH	OPEN PO FOR SERVICE ON 2 BLACKBERRYS: NATIONWIDE UNLIMITED TALK @ $109.18 + UNLIMITED TEXT @ $24.00 + EMAIL&WEB @ $59.98 + $10.00 TAXES/FEES = $203.16/MO X 12MOS = $2,437.92	203.16	2,437.92
		Account No	Encumbrance	
		1-1100-415-00-200-001-0-532	2,437.92	
			Freight	.00
			Total	2,437.92
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☐ Data card ☑ Blackberry ☑ Other: (PLAN UPGRADE) VERIZON

DATA CARDS, BLACKBERRY or OTHER (one form per individual)

(2) Requesting employee: RENAN RAMIREZ Employee ID# 50229 Signature: _____

DEPARTMENT: INFO. TECH. DEPT #: 200

Quantity: 1

Service: $ 101.58 /mo (x) 12 months = 1,218.96 Account: 1-1100-415-00-200-001-0-532

Service: $ _____ /mo (x) ____ months = 0.00 Account: _____ -619/664

Requisition Total: 2,437.92 **Requisition Number:** 191559

(3) Elected Official/Department Head Authorization for Request:

Signature | Renan Ramirez (Print Name) | 3/23/11 (Date)

(4) Executive Office Authorization (Commissioner's Court Departments Only):

Signature | Valde Guerra (Print Name) | 3/24/11 (Date)

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ SPRINT UNLIMITED DATACARD PLAN -or-

☐ SPRINT BE1000 + DATAPLAN

☑ OTHER: (PLAN UPGRADE) VERIZON NATIONWIDE UNL. TALK + UNL TEXT + EMAIL&WEB

Commissioner's Court Action: **Commissioner's Court Date:** 3/29/11

☐ Approved Date: _____ ☐ Disapproved

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 01/21/2010

WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☐ Data card ☑ Blackberry ☑ Other: (PLAN UPGRADE) VERIZON

DATA CARDS, BLACKBERRY or OTHER (one form per individual)

(2) Requesting employee: STAN RAMOS Employee ID# 114502 Signature: _____

DEPARTMENT: INFO. TECH. DEPT #: 200

Quantity: 1

Service: $ 101.58 /mo (x) 12 months = 1,218.96 Account: 1-1100-415-00-200-001-0-532

Service: $ _____ /mo (x) ____ months = 0.00 Account: _____ -619/664

Requisition Total: 2,437.92 **Requisition Number:** 191559

(3) Elected Official/Department Head Authorization for Request:

Signature | Renan Ramirez (Print Name) | 3/23/11 (Date)

(4) Executive Office Authorization (Commissioner's Court Departments Only):

Signature | Vilde Guerra (Print Name) | 3/24/11 (Date)

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **SPRINT UNLIMITED DATACARD PLAN -or-**

☐ **SPRINT BE1000 + DATAPLAN**

☑ **OTHER:** (PLAN UPGRADE) VERIZON NATIONWIDE UNL. TALK + UNL TEXT + EMAIL&WEB

Commissioner's Court Action: **Commissioner's Court Date:** 3/29/11

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 01/21/2010

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: ROBERT VELA Employee ID# 176311 Signature: _____

DEPARTMENT: INFO.TECH. DEPT #: 200

Quantity: 1

Service: $ 49.36 /mo (x) 12 months = $592.32 Account: 1-1100-415-00-200-001-0-532

Service: $ _____ /mo (x) ____ months = $0.00 Account: _____-619/664

Requisition Total: $7107.84 Requisition Number: 192483

(3) Elected Official/Department Head Authorization for Request:

Signature Renan Ramirez Print Name 3/23/11 Date

(4) Executive Office Authorization:

Signature Valde Guerra Print Name 3/24/11 Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ VERIZON Nationwide Talk Small Business Share Plan 7500 MINUTES + TEXT (PLAN UPGRADE) -or-

☐ VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution _____

Commissioner's Court Action: Commissioner's Court Date: 3/29/11

☐ Approved Date: _____ ☐ Disapproved

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: NOAH LOPEZ Employee ID# 172588 Signature: _____

DEPARTMENT: INFO.TECH. DEPT #: 200

Quantity: 1

Service: $ 49.36 /mo (x) 12 months = $592.32 Account: 1-1100-415-00-200-001-0-532

Service: $ _____ /mo (x) ____ months = $0.00 Account: _____-619/664

Requisition Total: $7107.84 **Requisition Number:** 192483

(3) Elected Official/Department Head Authorization for Request:

Signature | Reran Ramirez Print Name | 3/23/11 Date

(4) Executive Office Authorization:

Signature | Valde Guerra Print Name | 3/24/11 Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ VERIZON Nationwide Talk Small Business Share Plan 7500 MINUTES + TEXT (PLAN UPGRADE) -or-

☐ VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution _____

Commissioner's Court Action: **Commissioner's Court Date:** 3/29/11

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: KEVIN LE Employee ID# 176656 Signature: _____

DEPARTMENT: INFO.TECH. DEPT #: 200

Quantity: 1

Service: $ 49.36 /mo (x) 12 months = $592.32 Account: 1-1100-415-00-200-001-0-532

Service: $ _____ /mo (x) ____ months = $0.00 Account: _____-619/664

Requisition Total: $ 7107.84 **Requisition Number:** 192483

(3) Elected Official/Department Head Authorization for Request:

_____ Renan Ramirez 3/23/11
Signature Print Name Date

(4) Executive Office Authorization:

_____ Valde Guerra 3/24/11
Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ VERIZON Nationwide Talk Small Business Share Plan 7500 MINUTES + TEXT (PLAN UPGRADE) -or-
☐ VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution

Commissioner's Court Action: Commissioner's Court Date: 3/29/11

☐ Approved Date: _____ ☐ Disapproved

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: JAKIM BARBOZA Employee ID# 161675 Signature: _____

DEPARTMENT: INFO.TECH. DEPT #: 200

Quantity: 1

Service: $ 49.36 /mo (x) 12 months = $592.32 Account: 1-1100-415-00-200-001-0-532

Service: $ _____ /mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $ 707.84 **Requisition Number:** 192483

(3) Elected Official/Department Head Authorization for Request:

_____ Renan Ramirez 3/23/11

Signature Print Name Date

(4) Executive Office Authorization:

_____ Valele Guerra 3/24/11

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ VERIZON Nationwide Talk Small Business Share Plan 7500 MINUTES + TEXT (PLAN UPGRADE) -or-

☐ VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution _____

Commissioner's Court Action: **Commissioner's Court Date:** 3/29/11

☐ Approved Date: _____ ☐ Disapproved

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: LUIS IZAGUIRRE Employee ID# 149063 Signature: _____

DEPARTMENT: INFO.TECH. DEPT #: 200

Quantity: 1

Service: $ 49.36 /mo (x) 12 months = $592.32 Account: 1-1100-415-00-200-001-0-532

Service: $ _____ /mo (x) ____ months = $0.00 Account: _____-619/664

Requisition Total: $ 7107.84 **Requisition Number:** 192483

(3) **Elected Official/Department Head Authorization for Request:**

Signature | Renan Ramirez (Print Name) | 3/23/11 (Date)

(4) **Executive Office Authorization:**

Signature | Valde Guerra (Print Name) | 3/24/11 (Date)

(5) **IT DEPARTMENT ONLY:**

Service Type Codes:

☑ **VERIZON Nationwide Talk Small Business Share Plan** 7500 MINUTES + TEXT (PLAN UPGRADE) **-or-**

☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution** _____

Commissioner's Court Action: **Commissioner's Court Date:** 3/29/11

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: JORGE HELU Employee ID# 176028 Signature: _____

DEPARTMENT: INFO.TECH. DEPT #: 200

Quantity: 1

Service: $ 49.36 /mo (x) 12 months = $592.32 Account: 1-1100-415-00-200-001-0-532

Service: $ _____ /mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $ 7107.84 **Requisition Number:** 195483

(3) Elected Official/Department Head Authorization for Request:

_____ Peman Ramirez 3/23/11
Signature Print Name Date

(4) Executive Office Authorization:

_____ Valde Guerra 3/24/11
Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ ___ VERIZON Nationwide Talk Small Business Share Plan 7500 MINUTES + TEXT (PLAN UPGRADE) -or-
☐ ___ VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution _____

Commissioner's Court Action: **Commissioner's Court Date:** 3/29/11

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: CARLOS GARCIA Employee ID# 122475 Signature: _____

DEPARTMENT: INFO.TECH. DEPT #: 200

Quantity: 1

Service: $ 49.36 /mo (x) 12 months = $592.32 Account: 1-1100-415-00-200-001-0-532

Service: $ _____ /mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $ 767.84 **Requisition Number:** 192483

(3) Elected Official/Department Head Authorization for Request:

Signature | Renan Ramirez (Print Name) | 3/23/11 (Date)

(4) Executive Office Authorization:

Signature | Valde Guerra (Print Name) | 3/24/11 (Date)

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON Nationwide Talk Small Business Share Plan** 7500 MINUTES + TEXT (PLAN UPGRADE) **-or-**

☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution** _____

Commissioner's Court Action: **Commissioner's Court Date:** 3/29/11

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: DANIEL GONZALEZ Employee ID# 182745 Signature: _____

DEPARTMENT: INFO.TECH. DEPT #: 200

Quantity: 1

Service: $ 49.36 /mo (x) 12 months = $592.32 Account: 1-1100-415-00-200-001-0-532

Service: $ _____ /mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $ 7107.84 **Requisition Number:** 192483

(3) Elected Official/Department Head Authorization for Request:

Signature | Renan Ramirez (Print Name) | 3/23/11 (Date)

(4) Executive Office Authorization:

Signature | Valde Guerra (Print Name) | 3/24/11 (Date)

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ VERIZON Nationwide Talk Small Business Share Plan 7500 MINUTES + TEXT (PLAN UPGRADE) -or-

☐ VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution

Commissioner's Court Action: Commissioner's Court Date: 3/29/11

☐ Approved Date: _____ ☐ Disapproved

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: JUAN DE LEON Employee ID# 87815 Signature: _____

DEPARTMENT: INFO.TECH. DEPT #: 200

Quantity: 1

Service: $ 49.36 /mo (x) 12 months = $592.32 Account: 1-1100-415-00-200-001-0-532

Service: $ _____ /mo (x) ____ months = $0.00 Account: _____-619/664

Requisition Total: $ 7107.84 **Requisition Number:** 192483

(3) Elected Official/Department Head Authorization for Request:

_____ Renan Ramirez 3/23/11
Signature Print Name Date

(4) Executive Office Authorization:

_____ ValdeGuerra 3/24/11
Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON Nationwide Talk Small Business Share Plan** 7500 MINUTES + TEXT (PLAN UPGRADE) **-or-**

☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution** _____

Commissioner's Court Action: **Commissioner's Court Date:** 3/29/11

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: ELI GRACIA Employee ID# 164275 Signature: _____

DEPARTMENT: INFO.TECH. DEPT #: 200

Quantity: 1

Service: $ 49.36 /mo (x) 12 months = $592.32 Account: 1-1100-415-00-200-001-0-532

Service: $ _____ /mo (x) ____ months = $0.00 Account: _____-619/664

Requisition Total: $ 7107.84 **Requisition Number:** 192483

(3) **Elected Official/Department Head Authorization for Request:**

_____ Reman Ramirez 3/23/11
Signature Print Name Date

(4) **Executive Office Authorization:**

_____ Valde Guerra 3/24/11
Signature Print Name Date

(5) **IT DEPARTMENT ONLY:**

Service Type Codes:

☑ **VERIZON Nationwide Talk Small Business Share Plan** 7500 MINUTES + TEXT (PLAN UPGRADE) **-or-**
☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution** _____

Commissioner's Court Action: **Commissioner's Court Date:** 3/29/11

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: JOSE ALVAREZ Employee ID# 163767 Signature: _____

DEPARTMENT: INFO.TECH. DEPT #: 200

Quantity: 1

Service: $ 49.36 /mo (x) 12 months = $592.32 Account: 1-1100-415-00-200-001-0-532

Service: $ _____ /mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $ 7107.84 **Requisition Number:** 192483

(3) **Elected Official/Department Head Authorization for Request:**

_____ Peran Ramirez 3/23/11
Signature Print Name Date

(4) **Executive Office Authorization:**

_____ Nelda Guerra 3/24/11
Signature Print Name Date

(5) **IT DEPARTMENT ONLY:**

Service Type Codes:

☑ **VERIZON Nationwide Talk Small Business Share Plan** 7500 MINUTES + TEXT (PLAN UPGRADE) **-or-**
☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution** _____

Commissioner's Court Action: **Commissioner's Court Date:** 3/29/11

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: I.T. SPARE Employee ID# N/A Signature: _____

DEPARTMENT: INFO.TECH. DEPT #: 200

Quantity: 1

Service: $ 49.36 /mo (x) 12 months = $592.32 Account: 1-1100-415-00-200-001-0-532

Service: $ _____ /mo (x) ____ months = $0.00 Account: _____ -619/664

Requisition Total: $ 7107.84 **Requisition Number:** 192483

(3) **Elected Official/Department Head Authorization for Request:**

Signature | Renan Ramirez (Print Name) | 3/23/11 (Date)

(4) **Executive Office Authorization:**

Signature | Valde Guerra (Print Name) | 3/24/11 (Date)

(5) **IT DEPARTMENT ONLY:**

Service Type Codes:

☑ ___ **VERIZON Nationwide Talk Small Business Share Plan** 7500 MINUTES + TEXT (PLAN UPGRADE) **-or-**

☐ ___ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution** _____

Commissioner's Court Action: **Commissioner's Court Date:** 3/29/11

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

AI-25810 **10.C.**

Wireless Device Request
CC REGULAR

Date: 03/28/2011
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: IT Department

Information

CAPTION

Emergency Services:
Authorization to purchase wireless devices and service through the County's membership/participation (CONTRACT # DIR-SDD-611, REQUISITION # 190835) with awarded vendor Sprint for the following:

Qty:	Description:	Department:	User:	Service Total:	Equipment Cost:
4	Sprint Unl. 3G/4G Connection Card Plan	Hidalgo County	Office Use	$42.99 X 4 = $171.96 X 12mos = $2,063.52	
4	Cradlepoint MBR1200 Router	Hidalgo County	Office Use		$249.99 X 4 = $999.96
3	Sprint Unl. 3G/4G Connection Card Plan	Cameron County	Office Use	$42.99 X 3 = $128.97 X 12mos = $1,547.64	
3	Cradlepoint MBR1200 Router	Cameron County	Office Use		$249.99 X 3 = $749.97
1	Sprint Unl. 3G/4G Connection Card Plan	Willacy County	Office Use	$42.99 X 12mos = 515.88	
1	Cradlepoint MBR1200 Router	Willacy County	Office Use		$249.99

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:
Req# 190835 $6,126.96 available for Sprint.

Attachments

Link: Sprint Quote
Link: Request Form
Link: Req 190835

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/16/2011 02:40 PM	APRV
2	Roland Garcia	Rolando Garcia	03/24/2011 10:10 AM	APRV

3	Auditor's Office	03/25/2011 07:32 AM	NEW
Form Started By: Griselda Salazar		Started On: 03/16/2011 01:17 PM	
Final Approval Date: 03/25/2011			

Sprint Together with Nextel — CDMA Quotation - Estimated Cost - Unlim. Data

Customer Information		EFT/Contract Information	
Customer Name:	Hidalgo County Emergency Management	Financial Institution:	United Missouri Bank - 1006 Oak Street, Kansas City, MO 64106
Financial Contact Name:	Monica Hinojosa/Cari Lambrecht	ACH Coordinator:	Judy Sweeze - 816-860-3821
Address:	1615 S. Closner Blvd Suite G	Routing Transit Number:	
City:	Edinburg	Depositor Account Title:	Sprint PCS
State:	TX	Depositor Account Number:	9870994712
Zip:	78539	Remit To Address:	P.O. Box 219554, Kansas City, MO 64121
Financial Contact Phone:	956-393-6024	Vendor PO Address:	12524 Sunrise Valley Drive, Reston, VA 20196
Email Address:	monica.hinojosa@co.hidalgo.tx.us		
Acct # (if applicable):	BAN 482298699	Contract Vehicle & Number:	DIR-SDD-611
Sales Representative Information		Cage Code:	
Name & Title:	Robert Hahn - Public Sector Account Executive	DUNS #:	
Phone:	956-227-8642 robert.hahn@sprint.com	Tax ID #:	
Address:	1300 N. 10th Street. Suite 420		
	McAllen TX 78501	Doing Business As:	Sprint

Quote Date:	14-Feb-11	Contract Vehicle being utilized: DIR-SDD-611	Control # : 110214
Expiration Date:	31-Mar-11	Fully Competed. Early Termination Fee: $0.00	(YYMMDDConsecutive#Initials)
		Upgrade Eligible: 12 Month/Flat Rate Price	

Rate Plans & Services - Monthly Recurring Charges "MRC": (Hidalgo County)

Qty.	Rate Plan	MRC	Sprint	MRC Includes Applicable Discounts	Extended Monthly Price
4	Sprint Unlimited 3G/4G Connection Card Plan		$42.99		$171.96
	Total Estimated Monthly Service Charges:*			***Subtotal for Monthly Charges***	**$171.96**
	Total Estimated Monthly Service Charges (12 Months):*			***Subtotal for Annual Expense***	**$2,063.52**
	****This is not a bill or an invoice****			Average Cost/User	**$42.99**

Equipment - One Time Charges: (Hidalgo County)

Qty.	Rate Plan	Cost	Sprint		Extended Monthly Price
4	Sierra U250 3G/4G USB Aircard or 598u 3G only USB Aircard		$0.00		$0.00
4	Cradlepoint MBR1200 Router		$249.99		$999.96
	Total Estimated One Time Equipment Charges:*			***Subtotal for One Time Charges***	**$999.96**
	****This is not a bill or an invoice****				

Rate Plans & Services - Monthly Recurring Charges "MRC": (Cameron County)

Qty.	Rate Plan	MRC	Sprint	MRC Includes Applicable Discounts	Extended Monthly Price
3	Sprint Unlimited 3G/4G Connection Card Plan		$42.99		$128.97
	Total Estimated Monthly Service Charges:*			***Subtotal for Monthly Charges***	**$128.97**
	Total Estimated Monthly Service Charges (12 Months):*			***Subtotal for Annual Expense***	**$1,547.64**
	****This is not a bill or an invoice****			Average Cost/User	**$42.99**

Equipment - One Time Charges: (Cameron County)

Qty.	Rate Plan	Cost	Sprint		Extended Monthly Price
3	Sierra U250 3G/4G USB Aircard 598u 3G only USB Aircard		$0.00		$0.00
3	Cradlepoint MBR1200 Router		$249.99		$749.97
	Total Estimated One Time Equipment Charges:*			***Subtotal for One Time Charges***	**$749.97**
	****This is not a bill or an invoice****				

Rate Plans & Services - Monthly Recurring Charges "MRC": (Willacy County)

Qty.	Rate Plan	MRC	Sprint	MRC Includes Applicable Discounts	Extended Monthly Price
1	Sprint Unlimited 3G/4G Connection Card Plan		$42.99		$42.99
	Total Estimated Monthly Service Charges:*			***Subtotal for Monthly Charges***	**$42.99**
	Total Estimated Monthly Service Charges (12 Months):*			***Subtotal for Annual Expense***	**$515.88**
	****This is not a bill or an invoice****			Average Cost/User	**$42.99**

Equipment - One Time Charges: (Willacy County)

Qty.	Rate Plan	Cost	Sprint		Extended Monthly Price
1	Sierra U250 3G/4G USB Aircard 598u 3G only USB Aircard		$0.00		$0.00
1	Cradlepoint MBR1200 Router		$249.99		$249.99
	Total Estimated One Time Equipment Charges:*			***Subtotal for One Time Charges***	**$249.99**
	****This is not a bill or an invoice****				

*This Quick Quote Estimation Tool is intended to provide approximate cost information about Sprint products and services. Additional taxes, fees and other charges may apply. Offers are subject to change at any time. Other conditions may apply. Some services may be provided and billed through third parties. Pricing and promotions may have expiration dates, limited availability and credit requirements. PLEASE NOTE THAT ANY PROMOTIONAL DISCOUNTS AGAINST A TERM COMMITMENT THAT APPLY TO THE PURCHASE OF SPRINT PCS DEVICES IS A FORWARD DISCOUNT. SHOULD YOUR AGENCY CANCEL AT ANY TIME (PRIOR TO THE END OF THE CONTRACT TERM) FOR CONVENIENCE, YOUR AGENCY WILL BE RESPONSIBLE TO PAY BACK THE FORWARD DISCOUNT ABOVE ON EACH SPRINT PCS DEVICE PURCHASED. See Terms & Conditions page, your Sprint Nextel representative or visit www.sprint.com for more information.

WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☑ Data card ☐ Blackberry ☑ Other: ROUTERS (EQUIPMENT)

DATA CARDS, BLACKBERRY or OTHER (one form per individual)

(2) Requesting employee: OFFICE USE (GRANT) Employee ID#_____ Signature:_____

DEPARTMENT: EMEREGENCY MANAGEAMENT DEPT #: 300

Quantity: 8

Service: $34.99 /mo (x) 12 months = 419.04 Account: 1-1283-429-10-300-027-2 -532

Service: $ 249.99 /mo (x) 1 months = 1,999.92 Account: 1-1283-429-10-300-027-2-601 ~~619/664~~

Requisition Total: 6,126.96 **Requisition Number:** 190835

(3) Elected Official/Department Head Authorization for Request:

Signature	Print Name	Date
[signature]	Oscar D. Montoya	3-14-11

(4) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **SPRINT UNLIMITED DATACARD PLAN** -or-

☐ **SPRINT BE1000 + DATAPLAN**

☑ **OTHER:** ROUTERS (EQUIPMENT)

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 01/21/2010

Requisition

Req # 00190835

PO #

Date: 02/28/11

Bill To: x
x

Vendor : 210501
SPRINT
P O BOX 660092
DALLAS TX 75266-0092

Ship To: EMERGENCY SERVICES
1615 S. CLOSNER
SUITE G-H
EDINBURG TX 78539

Contact: **M. HINOJOSA**
956-318-2615

Contract No: **DIR-SDD-611**

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SDD-611		
		DO NOT DUPLICATE ORDER		
12.00	MONTH	HIDALGO COUNTY-SPRINT UNLIMITED 3G/4G CONNECTION CARD PLAN MAR 2011-MAR 2012	42.99	515.88
12.00	MONTH	HIDALGO COUNTY-SPRINT UNLIMITED 3G/4G CONNECTION CARD PLAN MAR 2011-MAR 2012	42.99	515.88
12.00	MONTH	HIDALGO COUNTY-SPRINT UNLIMITED 3G/4G CONNECTION CARD PLAN MAR 2011-MAR 2012	42.99	515.88
12.00	MONTH	HIDALGO COUNTY-SPRINT UNLIMITED 3G/4G CONNECTION CARD PLAN MAR 2011-MAR2012	42.99	515.88
12.00	MONTH	CAMERON COUNTY-SPRINT UNLIMITED 3G/4G CONNECTION CARD PLAN MAR 2011-MAR 2012	42.99	515.88
12.00	MONTH	CAMERON COUNTY-SPRINT UNLIMITED 3G/4G CONNECTION CARD PLAN MAR 2011-MAR 2012	42.99	515.88
12.00	MONTH	CAMERON COUNTY-SPRINT UNILIMITED 3G/4G CONNECTION CARD PLAN MAR 2011-MAR 2012	42.99	515.88
12.00	MONTH	WILLACY COUNTY-SPRINT UNLIMITED 3G/4G CONNECTION CARD PLAN MAR 2011-MAR 2012	42.99	515.88
4.00	EACH	HIDALGO COUNTY-CRADLEPOINT MBR1200 ROUTER	249.99	999.96
3.00	EACH	CAMERON COUNTY-CRADLEPOINT MBR1200 ROUTER	249.99	749.97
1.00	EACH	WILLACY COUNTY-CRADLEPOINT MBR1200 ROUTER	249.99	249.99
		Account No	Encumbrance	
		1-1283-429-10-300-027-2-532	4,127.04	
		1-1283-429-10-300-027-2-601	1,999.92	
			Freight	.00
			Total	6,126.96
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-25765 **10.D.**

Wireless Communication-Cellular Phone Policy

CC REGULAR

Date:	03/28/2011
Submitted By:	Griselda Salazar, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	IT Department

Information

CAPTION

Discussion, consideration and action on Hidalgo County's Wireless Communication Services Policy, Guidelines and Procedures (Cellular Telephone Policy).

BACKGROUND

Fiscal Impact

Attachments

Link: Policy

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/16/2011 07:27 AM	APRV
2	Erika Zamora	Erika Zamora	03/24/2011 03:20 PM	APRV
3	Auditor's Office	Angela Garcia	03/25/2011 07:32 AM	APRV

Form Started By: Griselda Salazar — Started On: 03/15/2011 03:29 PM

Final Approval Date: 03/25/2011

WIRELESS DEVICES COMMUNICATION SERVICES POLICY, GUIDELINES AND PROCEDURES

REFERENCE

Form W.2011.1 "Wireless Device Agreement"
Form W.2011.2 "Wireless Device Request Form"
Form W.2011.3 "Wireless Device Taxable Deduction Form"
Form W.2011.4 "Wireless Device Daily Use Log"

BACKGROUND

On March 17, 2009, the Hidalgo County Commissioners' Court revised the Cellular Telephone Policy, Guidelines, and Procedures. This change superseded the Cellular Telephone Policy, Guidelines, and Procedures approved on September 14, 2004, revised August 19, 2008. The wireless communication services policies, guidelines, and procedures set forth below are applicable to Hidalgo County Officials (elected or appointed), Department Heads and employees.

Hidalgo County recognizes the need for certain County personnel to own and use cellular phones to complete and enhance their job performance. Officials and department heads who determine that one or more of their employees require cellular telephone service in order to properly perform their work duties are provided the following two options, each having specific criteria:

Officials and department heads may request a cellular telephone(s) for use by their employees during normal working hours.

Officials and department heads may request an allowance for those employees requiring cellular telephone services during normal and after working hours because the employee needs to be immediately and regularly accessed outside of normal business hours (8:00am – 5:00pm). The allowance is intended to compensate for the business use of a personal cellular telephone not for the entire cost of the plan.

DEFINITION

The following devices and equipment are considered wireless devices:

Cellular telephone: Device that can send and receive incoming telephone calls through a cellular telephone network. These devices can also possess wireless data access and global positioning features however their primary function is voice communication. For the effects of this policy Blackberries, iPhones, Android and any other smart phone are considered cellular telephones. These devices can be assigned either to the department for OFFICE USE or to an individual County employee.

Data card: Device that can receive wireless data access through a cellular telephone network. These devices are used for internet connectivity when the County's network infrastructure is not readily accessible or when the user is out of the area on County business. These devices can be assigned either to the department for OFFICE USE or to an individual County employee.

Global Positioning System (GPS): These devices provide geographic location and time telemetry information through a cellular telephone network. The GPS equipment is directly installed on a County owned vehicle and has no user interface. These devices are incapable of making phone calls or accessing the internet, therefore cannot be used for personal business. These devices are assigned only as OFFICE USE.

POLICIES AND GUIDELINES

1.00 WIRELESS COMMUNICATION SERVICES ADMINISTRATION

1.01 **Wireless Communication Services Administrator**: The Chief Information Officer shall serve as the Wireless Communication Services Administrator. The Wireless Communication Services Administrator shall be assigned responsibility for administering the countywide Wireless Communication Services Program. Duties may be assigned to a designee, however ultimate responsibility for the administration of the Program remains with the administrator. The Wireless Communication Services Administrator's responsibilities include the following:

1. Reviews requests for cellular telephone service from Officials/Department Heads and request approval for the issuance of cellular telephone service from Commissioner's Court;
2. Maintain a master list of all authorized wireless communication devices. The master list should include, but is not limited to, the following information:

   For departments or individual issued a wireless device:

   a. Department name or Department and individual name;
   b. Department's budget/expense account number;
   c. Wireless device telephone number;
   d. Wireless device model number;
   e. Wireless device serial number;
   f. Plan type and cost;
   g. Status of cellular telephone (i.e., active or inactive); and
   h. Commissioners' Court approval date.
   i. Wireless Taxable Status [Yes or No]
   j. Employee Number
   k. Employee Name
3. Maintain a list of wireless device allowances with the following information:
   a. Employee name;
   b. Employee number;
   c. Employee cellular telephone number;
   d. Allowance amount;
   e. Effective date of the allowance; and
   f. Commissioner's Court approval date.

g. Department Name;

h. Department Account;

4. Provides department with a list of authorized allowances and wireless devices on quarterly basis;
5. Maintain contact information for the County's authorized wireless device service representative;
6. Receives County owned cellular phones from the County's authorized wireless device service provider and issues cellular phones to Officials/Department Heads;
7. Provides training of Officials/Department Heads and employees participating in the Program regarding the proper use of wireless devices in accordance with this policy. This may include: workshops, emails and other forms of communication.
8. Settle wireless device invoice disputes with the County's' authorized wireless device service representative for County owned devices and service plans;
9. Reviews the Wireless Communication Services Policy at least annually and presents recommendations for improvement to Commissioners' Court for approval; and
10. Will have final authority in approvals, changes and deletions. Has the authority to remove service from any individual at anytime upon his/her discretion.
11. Is responsible for other duties as outlined by this policy.

1.02 **Officials/Department Heads** shall be responsible for administering the Wireless Communication Services Program for their respective office/department. Duties may be assigned to a designee, however ultimate responsibility for the administration of the Program remains with the Officials/Department Heads. Officials/Department Heads responsibilities include:

1. Receives training upon requesting wireless communication services and annually thenceforth regarding administration of the program and responsibilities from the Wireless Communication Services Administrator;
2. Will be responsible for the receipt, processing, disputes directly with the provider and payment of their departments invoices;
3. Determine the potential need for an employee to utilize a cellular phone for County business and/or the appropriate monthly allowance based on business usage, not to exceed the Court approved amount of $50 per month;
4. Submits requests for wireless communication services to the Wireless Communication Services Administrator;
5. Distributes wireless communication devices to the users if departmental or employee assigned wireless communication devices are approved;
6. Reviews cellular phone service invoices in detail on a monthly basis to ensure that calls are appropriate and made in accordance with this policy for departmental assigned cellular phones;
7. Reviews departmental assigned cellular phone statements and recommends approval of payment;
8. Maintains copies of cellular telephone service verification documentation (receipt or front page of statement) for all employees authorized a cellular phone service allowance. Copies should be maintained for a minimum of four (4) years in accordance with the Texas State Library and Archives Commission records retention schedule.

9. Ensures cellular phones are stored in a secure location while not in use; and
10. Is responsible for other duties as outlined by this policy.
11. Maintain contact information for the County's authorized wireless device service representative;
12. Settle wireless device invoice disputes with the County's' authorized wireless device service representative for County owned devices and service plans;
13. The Official/Department head must fill out form W.2011.3 Wireless Device Taxable Deduction Form. This form is used to signal to the County Treasurer's the exact cost of the wireless service for taxing purposes. The form must contain the following information.
    a. Account Number
    b. Department Name
    c. Employee number
    d. Employee Name
    e. Wireless Device Number
    f. Billing Amount
    g. Taxable Amount
    h. Justification of Adjustment (If Available)
    i. List only devices that will incur taxable amounts.
14. Submit the form to the County Treasurer's Office for processing.

2.00 CELLULAR TELEPHONE SERVICE ALLOWANCE

2.01 Officials/Department Heads may request a cellular phone service allowance for their employees only in the following cases:

- The anticipated level of business use is significant (over 400 minutes of cellular phone use) and;
- The related cost is justified when compared with the alternative communication choices and;
- The nature of this employees work is critical to the operation of the County and needs to be immediately accessed outside of normal business hours (8:00am – 5:00pm) and;
- The employees' job requires that they work regularly in the field and needs to be immediately accessed or;
- This employees' assigned work requires substantial travel and needs to be accessible or have access to information technology systems while traveling.
- If the employee is assigned a county owned and issue data tablet device that can receive data service directly.

2.02 Employees' eligibility based on these requirements must be documented by the Officials/Department Heads on Form W.2011.2 "Wireless Device Request Form". Justification of need must be specified as to why other means of communication provided by the County (i.e.

office phones, email, etc.) are not adequate to meet the communications requirements of the employee's job.

2.03 **Obtaining a Cellular Telephone Service Allowance**

1. The Officials/Department Heads shall make requests to the Wireless Communication Services Administrator for a cellular phone service allowance using ***Form W.2011.2 "Wireless Device Request Form"*** form.

2. The Officials/Department Heads must fill out ***Form W.2011.2 "Wireless Device Request Form"*** form with the following information:

a. Name of the Employee requesting cellular phone service;
b. Employee number;
c. Position Title;
d. Budget account number;
e. Estimated amount of business use per month (in minutes);
f. Allowance amount based on usage level;
g. Justification for cellular phone service; and
h. Officials/Department Heads signature.

3. Department heads shall submit the request for cellular telephone allowance to the Commissioners' Court Executive Officer for review and approval.

4. The Commissioners' Court Executive Officer will provide the Wireless Communication Services Administrator with approved request for cellular telephone allowance.

5. Officials shall submit the request for cellular telephone allowance to the Wireless Communication Services Administrator for review.

6. The Wireless Communication Services Administrator will submit the request from 4 and 5 above to Commissioners Court for approval.

7. Request for cellular telephone allowance submitted by departments under Commissioners' Court must first be approved by the Commissioners' Court Executive Officer before being submitted to Commissioners' Court for approval.

8. The Wireless Communication Services Administrator shall obtain approval from Commissioners Court before authorizing an increase to the cellular phone allowance.

9. Once approval is obtained, the Wireless Communication Services Administrator must provide a copy of the Court approved ***Form W.2011.2 "Wireless Device Request Form"*** form to the Treasurer's Office to include the taxable cellular phone allowance in the employee's paycheck.

2.04 Form *W.2011.2 "Wireless Device Request Form"* form will be distributed to Officials/Department Heads on or around December of each calendar year to verify the need for the allowance. These forms will have to be approved by Commissioners Court to continue the cellular telephone allowance.

2.05 Wireless Communication Allowance Amount

a. Cellular Telephone stipend: $50 a month.
b. Data pad stipend: $25 a month.

2.06 The cellular phone allowance will be paid in the second paycheck of each month beginning the first full pay period following Commissioners Court approval and evidence of cellular phone service has been established by the allowance recipient.

2.07 A maximum of one cellular telephone allowance and a data pad stipend will be approved for each qualified employee, for a total of no more than $75 a month.

2.08 **Recipient Responsibilities**

1. The employee will provide his or her cellular telephone number to the Wireless Communication Services Administrator and the Official/Department Head upon activation.

2. The employee will purchase cellular phone service and equipment and assumes responsibility for vendor terms and conditions.

3. The employee is responsible for plan choices, service levels, calling areas, service and phone features, termination clauses, and payment terms and penalties.

4. The employee is responsible for the purchase, loss, damage, insurance, and/or replacement of phone equipment.

5. The employee shall maintain active cellular phone service. Documentation verifying continuous service, such as a copy of the first page of the monthly cellular phone bill or payment receipt, must be provided to the Officials/Department Heads or his designee on a monthly basis.

6. The employee agrees to carry the cellular phone with them, keep it charged and in operational condition, and be accessible for business use as required by their department head or supervisor.

7. The employee must immediately notify the Officials/Department Heads or his designee and the Wireless Communication Services Administrator if there is a change in cellular phone number

8. The employee must immediately notify the Officials/Department Heads or his designee and the Wireless Communication Services Administrator if wireless service is cancelled.

9. The employee shall remain responsible for plan obligations if the employee leaves position.

10. The employee shall use discretion in relaying confidential information.

2.11 **Guidelines for Cellular Telephone Use by Employees receiving a Cellular Telephone Allowance**

1. Personal use – the Wireless Communication service policy assumes that the cellular phone will be used for both personal and business calls. Since the cellular phone allowance amount is taxable as income, the employee is not required to track business vs. personal use to report to the County;

2. Appropriate use – the employee agrees to use the phone in ways consistent with County policy and all applicable local, state or federal laws. Inappropriate and unlawful use of cellular phone features is prohibited;

3. Use of a cellular phone while operating a vehicle – cellular phones users must be aware of state and municipal laws regarding the use of phones while driving. The laws vary widely by location.

In addition, use of phones while driving can cause hazardous distraction, especially in adverse weather, heavy traffic, or limited visibility conditions; and

4. Institutional data on personally-owned cellular phones – many smart phones have advanced capabilities close to mobile/portable computers. As the devices become more widely deployed, the amount and level of institutional data that is stored may also increase.
    a. Do not store County confidential, or sensitive personal information on a personal cellular phone or mobile device. The risk is too great that the device can be lost and/or compromised. Confidential and sensitive personal data should always be left and maintained on central systems and servers.
    b. Do not transmit County confidential, or sensitive personal information through insecure channels such as email.
    c. Always protect the device with a password or PIN to prevent casual access.
    d. Some of these devices have the capability to be remotely wiped/re-formatted. These features should always be setup and configured.
    e. Avoid or limit the amount of institutional data that is stored on your device.
    f. Certain legal and regulatory requirements may necessitate that the County review and preserve relevant data that is stored on a personally-owned device.
    g. If an employee separates employment from the County, it is their obligation and responsibility to delete and remove any and all County data from their personally owned device. An affidavit certifying such information has been removed must be provided to the Wireless Communication Services Administrator.

3.00 HIDALGO COUNTY OWNED DEVICES ASSIGNED TO THE DEPARTMENT

3.01 There are some circumstances where a "departmentally assigned wireless communication device" (e.g. cellular phones, data cards, GPS devices) may be provided by the County that is assigned to the Department. In these cases, the County will provide wireless communication service and equipment. Departments may qualify for wireless communication service only if the Officials/Department Heads has determined it to be required for the department's performance and the following must be true:

1. The anticipated level of business use is significant; and
2. The related cost is justified when compared with alternative communication choices; and
3. Employees are frequently away from access to traditional land-based phone services; or
4. Employees work requires substantial travel.

3.02 Eligibility based on these requirements must be documented by the Officials/Department Heads on ***Form W.2011.2 "Wireless Device Request Form"*** form. Justification of need must be specified as to why other means of communication provided by the County (i.e. office phones, email, etc.) are not adequate to meet the communications requirements of the employee's job.

3.03 **Guidelines for Hidalgo County Owned Cellular Telephones**

1. Hidalgo County owned cellular telephones are to be used for County business only. Personal use of County owned cellular phones, other than *de minimis* use, is a clear violation of this policy and subject to disciplinary actions.
2. Appropriate use, the employee agrees to use the cellular telephone in ways consistent with County policy and all applicable local, state, or federal laws. Inappropriate and unlawful use of cellular telephone features is prohibited.

3. Use of a cellular telephone while operating a vehicle – cellular telephones users must be aware of state and municipal laws regarding the use of phones while driving. The laws vary widely by location. In addition, use of cellular telephones while driving can cause hazardous distraction, especially in adverse weather, heavy traffic, or limited visibility conditions; and

4. Institutional data on Hidalgo County owned cellular telephones – many smart phones have advanced capabilities close to mobile/portable computers. As the devices become more widely deployed, the amount and level of institutional data that is stored may also increase.

    a. Do not store County confidential, or sensitive personal information on a personal cellular phone or mobile device. The risk is too great that the device can be lost and/or compromised. Confidential and sensitive personal data should always be left and maintained on central systems and servers.

    b. Do not transmit County confidential, or sensitive personal information through insecure channels such as email.

    c. Always protect the device with a password or PIN to prevent casual access.

5. Cellular phones that are assigned specifically to individuals are subject to IRS regulations and may be taxed accordingly. For more information consult: *http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html*, *EXAMPLE 2.*

    a. Some of these devices have the capability to be remotely wiped/re-formatted. These features should always be setup and configured.

    b. Avoid or limit the amount of institutional data that is stored on your device.

    c. Certain legal and regulatory requirements may necessitate that the County review and preserve relevant data that is stored on a Hidalgo County owned device.

6. Use of additional services, including long distance, directory assistance, direct connect charges, text messaging, data and third party services, and equipment insurance protection not included in the rate plans approved by Commissioners' Court is prohibited. Employees may be held personally liable if these types of charges are incurred. In addition, reimbursement to the County Treasurer's Office must be immediately made.

3.04 **Obtaining a County Owned Wireless Communication Device**

1. The Officials/Department Heads shall make requests to the Wireless Communication Services Administrator for wireless communication services using ***Form W.2011.2 "Wireless Device Request Form"*** form.

2. The Wireless Communication Services Manager must fill out ***Form W.2011.2 "Wireless Device Request Form"*** form with the following information:

    a. Department name;

    b. Department's budget/expense account number;

    c. Wireless communication service type;

    d. Estimated amount of business use per month (in minutes);

    e. Number of wireless communication devices needed;

    f. Justification for wireless communication service; and

    g. Officials/Department Heads signature.

3 The Wireless Communication Services Administrator will submit the request to Commissioners Court with a recommendation.

4 Request for wireless communication services submitted by departments under Commissioners' Court must first be approved by the Commissioners' Court Executive Officer before being submitted to Commissioners' Court for approval.

5. The Wireless Communication Services Administrator shall obtain approval from Commissioners Court before authorizing wireless communication services.

6 Once approval is obtained, the department must prepare a purchase order for the full amount of the equipment and yearly service.

7 The purchase order should then be forwarded to the Information Technology Department for ordering of the equipment and service plan.

8 Once the cellular phone is received by the I.T. Department, the Officials/Department Heads must sign ***Form W.2011.1 "Wireless Device Agreement"***.

9 The cellular phone is assigned to the department.

3.05 **Departmental Responsibilities**

1. The department must maintain ***Form W.2011.4 "Wireless Device Daily Use Log" (the "log")*** for each wireless communication device that is issued directly to the department and not an individual. The log should include the following:
    a. The name and employee number of the employee who was issued wireless communication device;
    b. The reason why the wireless communication device was issued to the employee;
    c. The time the wireless communication device was issued out; and
    d. The time the wireless communication device was returned;
2. Ensures wireless communication devices are stored in a secure location while not in use; and
3. The department must periodically review the number and frequency of use of each wireless communication device to assess whether changes should be considered.

3.06 **Payment and Reconciliation**

1. Officials/Department Heads and employees will review the billing statements and immediately notify the provider of billing errors, if any, and proceed to process the departmental statements automatically UNLESS the individual departments raise a specific issue.
2. For OFFICE USE devices, the Official/Department Head will verify that required information is entered on the ***Form W.2011.4 "Wireless Device Daily Use Log"*** by department users.
3. Officials/Department Heads will verify that personal use, if any, of a cellular telephone is kept to *de minimis* use.
4. Officials/Department Heads will ensure that a purchase order has been requested for the estimated amount of wireless communication service charges for the remainder of the year.
5. Officials/Department Heads will review invoices on a monthly basis to ensure:
    a. ***Form W.2011.2*** form is on file for each wireless device listed on the invoice;

b. Wireless devices and rate plans invoiced have been approved by Commissioners' Court;

c. Charges for additional services (long distance, directory assistance, direct connect charges, text messaging and third party services, and equipment insurance protection) not included in the rate plans approved by Commissioners' Court are included in the invoices;

d. Sufficient funds exist in the applicable purchase orders for payment of the invoice.

6. The Officials/Department Heads will make every effort to ensure balances are paid in full each month (other than disputed charges).

7. Verification and reconciliation of invoices must be completed within 5 work days of receiving the invoice. Reconciled invoices shall then be forwarded to the County Auditor's Accounts Payable Section for payment by the time prescribed.

4.00 GLOBAL POSITIONING SYSTEM PROGRAM

The Global Positioning System (GPS) program for the County is designed for the use of tracking county owned vehicles, in order to maximize efficiency, improve employee safety and track the county's investment in its vehicle fleet. The program is structured in a centralized manner. The County's Executive Officer will be the primary administrator of the program and Chief Information Officer will be designated secondary.

Because of the nature of the service and data provided by the GPS devices these units must be managed, financed, maintained and monitored in a structured and centralized manner. This structure will allow for a structured progress, standardization of equipment, licensing, software, installation, management practices, equipment maintenance and any issues that may arise.

Both administrators of this program will have the authority to add units to the program, request funding, requisition, procure and submit billing information for GPS services on the respective object code any financial account on a county wide basis. This will allow the program funding to be always available and will prevent any one department from opting out of the GPS monitoring. GPS units do not require a request form.

5.00 DISCIPLINARY ACTIONS FOR POLICY NON-COMPLIANCE

5.01 Non-compliance of the Wireless Communication Services Policy may result in the following disciplinary actions:

1. Cellular phone services privileges taken from employees;
2. Reimbursement to Hidalgo County for unauthorized use of a County issued cellular telephone;
3. Employee dismissal; or
4. Other disciplinary action at the Officials/Department Heads discretion.

AI-25887 **11.A.**

Engineering services - Water/Sewer project (City of Donna)

CC REGULAR

Date:	03/28/2011
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Lupita Garcia
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services.

2. Presentation of the scoring grid of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by City of Donna, Urban County Program, and Hidalgo County Purchasing Department for the purposes of ranking by CC in connection with an Urban County Program Water/Sewer Improvements Project in the City of Donna utilizing Year 20 & 21 (2007 & 2008).

Firm	Rating	Rank
Halff Associates	93.67	
Cruz Hogan Consultants, Inc.	92.00	
SAMES, Inc.	88.34	

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of _____ for the provision of engineering services for a City of Donna Water/Sewer Improvements project.

BACKGROUND

City of Donna, Urban County Program and the Hidalgo County Purchasing Department have evaluated and graded three engineering firms from the County's approved "pool". Cruz Hogan Consultants, Inc., Halff Associates, and SAMES, Inc., were the three firms. The Water/Sewer Improvements project includes the installation of sewer lines in the alley between S. Main Street and 8th Street. (See attached grading grid and city's recommendation letter for your review.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Attachments

Link: grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/23/2011 03:08 PM	APRV
2	Manuel Chapa	Manuel Chapa	03/24/2011 07:28 AM	APRV
3	Auditor's Office		03/25/2011 07:32 AM	NEW

Form Started By: Estella Webber Started On: 03/22/2011 02:11 PM

Final Approval Date: 03/25/2011

Hidalgo County –Urban County Program
City of Donna
Engineering Professional Services
Water/Sewer Improvement Project
(Alley between S. Main & 8th St.)
Grading Grid

CRITERIA	HALFF ASSOCIATES.			CRUZ-HOGAN CONSULTANTS INC.			SAMES, INC		
	Grader Donna	Grader UCP	Grader P. Dept.	Grader Donna	Grader UCP	Grader P. Dept.	Grader Donna	Grader UCP	Grader P. Dept.
Selection Criteria	18	20	20	18	20	20	15	20	18
Experience of Project Team	20	23	20	22	22	20	20	23	20
Experience/Availability of Project Manager	20	19	18	20	18	20	15	18	15
Understanding Projects	25	23	25	25	23	20	25	23	23
Familiarity w/ Applicable Rules & Regulations	10	10	10	10	10	8	10	10	10
TOTALS	93	95	93	95	93	88	85	94	86
AVERAGES									
RANKING		**93.67**			**92.00**			**88.34**	

AI-25945 **11.B.**

Contract amendment - Disaster Recovery Program

CC REGULAR

Date:	03/28/2011
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Ester Gonzalez / Diana Serna
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Hidalgo County Urban County Program (UCP) is requesting authorization for the County Judge to sign contract amendment requests submitted to Texas Department of Rural Affairs Disaster Recovery Program (TDRA-DR).

BACKGROUND

During the application process for the projects quantities shown and estimates are made without the benefit of topograhic surveys and detailed designs performed by procured professional services, therefore, some items are not included in the original application. Consequently, during the course of administering a TDRA-DR contract, situations may occur that require a change in the original terms of the contract (amendments or modifications) relating to the scope, location, or beneficiaries of the project.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Authorization for the County Judge to sign contract amendment requests (in general). Contract amendment will utilize Urban County funds, if any financial impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/24/2011 11:31 AM	APRV
2	Manuel Chapa	Manuel Chapa	03/24/2011 12:35 PM	APRV
3	Auditor's Office		03/25/2011 07:32 AM	NEW

Form Started By: Estella Webber — Started On: 03/24/2011 10:24 AM

Final Approval Date: 03/25/2011

AI-25949 **12.A.**

Planning Dept. - Deletion and creation of positions
CC REGULAR

Date:	03/28/2011
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Planning Dept.
Department:	BUDGET & MANAGEMENT
Agenda Category:	Planning Department

Information

CAPTION

1. Approval of the following personnel actions:

Action	Slot No.	Position Title	Grade & Step	Salary
Delete	0019	Clerk I	1, 0	$17,636.00
Create	0021	Planning Inspector I	4, 1	$23,385.00

2. Approval of revised salary schedule.

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:

Funds for difference in salary and fringe benefit expenditures available from lapsed salaries from Clerk I vacant position, as of 03/24/11.

Attachments

Link: PAR
Link: PAR
Link: Job Description - Clerk I
Link: Job Description - Planning Inspector
Link: Fiscal Note
Link: Revised salary schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	03/24/2011 03:14 PM	APRV
2	Budget & Management	Erika Zamora	03/24/2011 03:16 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	03/24/2011 04:06 PM	APRV
4	Auditor's Office		03/25/2011 07:32 AM	NEW

Form Started By: Sylvia Solis

Started On: 03/24/2011 12:22 PM

Final Approval Date: 03/25/2011

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PLANNING DEPT. (210-001) DATE: 03/24/11

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0021

REQUESTED POSITION TITLE: PLANNING INSPECTOR I

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: **$** 0.00 (Current Budgeted Salary) $ 23,385.00 (GRADE 4, STEP 1) (Proposed Budgeted Salary) $ 23,385.00 (GRADE 4, STEP 1) (Net Change)

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☒ Other CO. WIDE ADM. - CONTINGENCY

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

$ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PLANNING DEPT. (210-001) DATE: 03/24/11

CURRENT POSITION TITLE: CLERK I CURRENT SLOT. #: 0019

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETION OF POSITION

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:	$ 17,636.00 (GRADE 1, STEP 0)	$ 0.00	$ (17,636.00) (GRADE 1, STEP 0)
	Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	X	Non-Exempt	X
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

CLERK I

GRADE: 01

GENERAL DESCRIPTION

Performs (entry-level) clerical work in areas such as bookkeeping, inventory control, statistics, employment, human resources, purchasing, or accounting; Work involves compiling and tabulating data, checking documents for accuracy, transporting documents, and maintaining files; Works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Produces and proofs correspondence, reports, purchase orders, summaries, manuals, vouchers, records, and other related forms

Reviews completed forms for signatures and proper entries

Provides information to the public by mail or telephone

Receives shipments and supplies, inspects for damage, and checks for correct quantity and quality

Assembles, organizes, and tabulates data; may perform data entry and retrieval

Files and maintains forms, records, and reports

Opens and distributes incoming mail and prepares mail-outs

Delivers documents, supplies, or other items; takes deposits to the bank; and runs errands as appropriate

May maintain office schedules and appointments

May perform back-up receptionist or telephone switchboard duties

May assist in conducting physical inventory

May receive and count cash

May make arrangements for repairs and services

May assemble and pack shipments, contact transportation companies to arrange for shipping, and assist in loading trucks

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Six (6) months of experience with clerical operations; Graduation from a standard senior high school or equivalent is generally preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of office procedures and of spelling, grammar, punctuation, and arithmetic

Skill in using personal computers and office equipment

Ability to prepare and maintain records, files, and reports

Registration, Certification, or Licensure

May require a valid driver's license

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

PLANNING INSPECTOR I

GRADE: 04

GENERAL DESCRIPTION

Entry level position of an individual who possesses the educational background, knowledge, and/or relevant experience as regards land use administration in a rapidly growing community.

EXAMPLES OF WORK PERFORMED

Assist in conducting on-site inspections to enforce the proper setbacks, floor elevations, the amount of dwelling structures allowed on a site and verify if applicable for residential utility connections, etc. and if any subdivision development is being established without the County 's acknowledgement

Evaluate compliance state laws and other County ordinances by visual on-site inspections and reviews of development applications

Correctly advise the public regarding development requirements and procedures, the National Flood Insurance Program, and the appeals and amendment procedures with regard to setback violations

Responsible for preparation and distribution of agendas for public meetings and prepares accurate legal notices for public hearings and other matters requiring notifications

Reviews development plans, prepares staff comments, and advises applicant of any necessary changes, if any, in order to comply with County requirements

Researches demographic and economic information and writes reports for the Planning Director, Planning Commission, and County Commissioners

Effectively and courteously communicates orally and in writing with the public, county officials and employees of the County

Promptly obtains and provides accurate and complete information when requested by members of the public and officials and employees of the County

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Associate's degree with course work in regional planning or a related field is generally preferred; One (1) year of progressively responsible experience as a planner is required.

Knowledge, Skills, and Abilities

Must have the ability to read, write, and comprehend English language fluently (Bi-lingual preferred)

Employee must have a current valid Texas Motor Vehicle Operator's License

Must be able to be insured by the County's insurance carrier

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulation

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, March 29, 2011 **Agenda Item:** 25949

Summary of request/proposal:
Planning Dept. (1100):
1. Approval to delete one (1) full-time Clerk I position, slot no. 0019, grade 1.
2. Approval to create one (1) full-time Planning Inspector I position, slot no. 0021, grade 4.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	CLERK I	0019	113	17,636.00 GRADE 1, STEP 0	0.00	(17,636.00)
1100	PLANNING INSPECTOR I	0021	113	0.00	23,385.00 GRADE 4, STEP 1	23,385.00
				17,636.00	23,385.00	5,749.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
1-1100-419-10-210-001-0- 113	PLANNING DEPT. - REG F/T EMPLOYEES	$4,201.19
1-1100-419-10-210-001-0- 211	PLANNING DEPT. - HEALTH INSURANCE	$0.00
1-1100-419-10-210-001-0- 212	PLANNING DEPT. - LIFE INSURANCE	$0.00
1-1100-419-10-210-001-0- 220	PLANNING DEPT. - FICA	$321.39
1-1100-419-10-210-001-0- 230	PLANNING DEPT. - RETIREMENT	$403.31
1-1100-419-10-210-001-0- 250	PLANNING DEPT. - UNEMPLOYMENT COMP	$21.01
1-1100-419-10-210-001-0- 260	PLANNING DEPT. - WORKER'S COMP	$0.00
	2011 Budgetary Impact	$4,946.90

2012 Budgetary Impact: $10,396.45

Possible Funding Sources: WITHIN PLANNING DEPT.'S BUDGET
(LAPSED SALARIES AVAIL. FROM CLERK I VACANT POSITION)

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1100-419-10-210-001-0

AI - 25949

PLANNING DEPT.

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	PLANNING ADMINISTRATOR				$117,172.00	$117,172.00	$540.00	$0.00	$0.00	$0.00	$0.00	$117,712.00
0002	113	PLANNING SUPERVISOR	15	2	$56,434.00	$56,434.00	$56,434.00	$540.00	$0.00	$0.00	$0.00	$0.00	$56,974.00
0003	113	ENGINEERING TECHNICIAN V	13	2	$48,383.00	$48,383.00	$49,140.00	$480.00	$0.00	$0.00	$0.00	$0.00	$49,620.00
0004	113	ENGINEERING TECHNICIAN III	9	5	$39,172.00	$39,172.00	$39,172.00	$300.00	$0.00	$0.00	$0.00	$0.00	$39,472.00
0005	113	PLANNER	10	1	$37,109.00	$37,109.00	$37,109.00	$540.00	$0.00	$0.00	$0.00	$0.00	$37,649.00
0006	113	PLANNING INSPECTOR III	8	3	$34,043.00	$34,043.00	$34,043.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34,043.00
0007	113	ADMINISTRATIVE ASSISTANT III	8	5	$36,271.00	$36,271.00	$36,271.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$37,351.00
0008	113	ENGINEERING TECHNICIAN II	7	5	$33,582.00	$33,582.00	$33,582.00	$0.00	$0.00	$0.00	$0.00	$0.00	$33,582.00
0009	113	ADMINISTRATIVE ASSISTANT III	8	3	$34,043.00	$34,043.00	$34,043.00	$540.00	$0.00	$0.00	$0.00	$0.00	$34,583.00
0010	113	PLANNING INSPECTOR III	8	1	$31,815.00	$31,815.00	$31,815.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,815.00
0011	113	PLANNING INSPECTOR III	8	1	$31,815.00	$31,815.00	$31,815.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,815.00
0012	113	CLERK III	5	4	$27,908.00	$27,908.00	$27,908.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,908.00
0013	113	PLANNING INSPECTOR II	6	3	$29,186.00	$29,186.00	$29,186.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,186.00
0014	113	PLANNING INSPECTOR II	6	1	$27,276.00	$27,276.00	$27,276.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,276.00
0015	113	PLANNING INSPECTOR II	6	1	$27,276.00	$27,276.00	$27,276.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,276.00
0016	113	PLANNING INSPECTOR II	6	1	$27,276.00	$27,276.00	$27,276.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,276.00
0017	113	CLERK IV	7	1	$29,458.00	$29,458.00	$29,458.00	$480.00	$0.00	$0.00	$0.00	$0.00	$29,938.00
0018	113	CLERK III	5	4	$27,908.00	$27,908.00	$27,908.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,908.00
		DELETE THE FOLLOWING:											
~~0019~~	~~113~~	~~CLERK I~~	~~1~~	~~0~~	~~$17,636.00~~	~~$17,636.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1100-419-10-210-001-0

AI - 25949

PLANNING DEPT.

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0020	113	CLERK III	5	4	$27,908.00	$27,908.00	$27,908.00	$420.00	$0.00	$0.00	$0.00	$0.00	$28,328.00
		CREATE THE FOLLOWING:											
0021	**113**	**PLANNING INSPECTOR I**	**4**	**1**	**$23,385.00**	**$23,385.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
					$647,884.00	$765,056.00	$724,792.00	$4,920.00	$0.00	$0.00	$0.00	$0.00	$729,712.00

1. Approval to delete one (1) full-time Clerk I position, slot no. 0019, grade 1.
2. Approval to create one (1) full-time Planning Inspector I position, slot no. 0021, grade 4.
3. Personnel actions pending CC approval.

AI-25910 **13.A.**

City of Edinburg Election Lease Contract

CC REGULAR

Date:	03/28/2011
Submitted By:	Amanda Valdez, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration **Sub-category:** Elections

Information

CAPTION

Approval of Contract for Lease Election Services between Hidalgo County and City of Edinburg for their election to be held on May 14, 2011

BACKGROUND

Three (3) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:**

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to Elections Department).

Attachments

Link: City of Edinburg - 2011

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Angela Garcia	03/24/2011 08:24 AM	APRV
2	Budget & Management	Erika Zamora	03/24/2011 10:37 AM	APRV
3	Roland Garcia	Rolando Garcia	03/24/2011 12:13 PM	APRV
4	Auditor's Office		03/25/2011 07:32 AM	NEW

Form Started By: Amanda Valdez Started On: 03/23/2011 12:47 PM

Final Approval Date: 03/25/2011

THE STATE OF TEXAS §
§ CONTRACT FOR LEASE ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the CITY OF EDINBURG hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on May 14, 2011.

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract that sets out respective responsibilities and certain election services; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on May 14, 2011, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Procure, provide, prepare and program an Early Voting Electronic Poll Book(s) per polling location with the Voter Registration Database. This includes laptop(s), insurance, and delivery fee, as well as supplies such as, but not limited to, labels and printer;

(C) Provide Voter Registration List(s) in CD Format to be used for mail-in-ballots, as provided by Hidalgo County Voter Registration pursuant to the request by THE ENTITY; and

(D) Provide PDF CD file for Election Day Poll Book(s);

(E) Provide information for election officers;

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by THE ENTITY, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, printing or providing election day poll book(s), or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of THE ENTITY'S election records.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Programming iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Programmed Ballot;
B. A $10.00 recording fee for English and Spanish Audio Files for each Contest, or

Office, or Proposition questions;

C. A $10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition answers;
D. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.; and
E. The amount of $150.00 leasing fee for each iVotronic and $150.00 leasing fee for each ADA iVotronic.
F. Third Party charge for delivery and pick-up fee for Ivotronics for Early Voting and Election Day to include fuel charge;
G. Fee for Voter Registration List(s) in CD format;
H. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;
B. Laptop rental, insurance and delivery fee of $150.00 per location;
C. Dymo Printer rental and label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 PDF CD file charge of $17.50 per CD to be used for self-printing of poll book(s) for election day by Entity;

6.04 If optional supplies and/or services are requested by THE ENTITY, fees will be charged in accordance with third party vendors or county fees; and

6.13 Billing:

A. The form of the invoice to be used in the billing by the County, including a good faith estimate of costs, is attached hereto as Exhibit A. the ENTITY shall submit to the County, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.
B. The Administrator shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.
C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.
D. Payment shall be made by check payable to the Hidalgo County Elections.
E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Mr. Ramiro Garza, Jr.
City Manager
City of Edinburg
415 W University
Edinburg, TX 78541

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. 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.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2011

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

CITY OF EDINBURG
ENTITY

BY: _____

PRINT: MR. RAMIRO GARZA, JR.

TITLE: CITY MANAGER

ATTEST

BY: _____

PRINT: Myra L. Ayala Garza

TITLE: City Secretary

APPROVED AS TO FORM:
Gonzalez Palacios, L.L.P.

By: _____
City Attorney

AI-25916 **13.B.**

City of Penitas Election Lease Contract

CC REGULAR

Date:	03/28/2011
Submitted By:	Amanda Valdez, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration **Sub-category:** Elections

Information

CAPTION

Approval of Contract for Lease Election Services between Hidalgo County and City of Penitas for their election to be held on May 14, 2011

BACKGROUND

One (1) original of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:**

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to Elections Department).

Attachments

Link: City of Penitas - 2011

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Angela Garcia	03/24/2011 08:24 AM	APRV
2	Budget & Management	Erika Zamora	03/24/2011 10:39 AM	APRV
3	Roland Garcia	Rolando Garcia	03/24/2011 12:33 PM	APRV
4	Auditor's Office		03/25/2011 07:32 AM	NEW

Form Started By: Amanda Valdez Started On: 03/23/2011 01:26 PM

Final Approval Date: 03/25/2011

THE STATE OF TEXAS §
§ CONTRACT FOR LEASE ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the CITY OF PENITAS hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on May 14, 2011.

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract that sets out respective responsibilities and certain election services; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on May 14, 2011, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Procure, provide, prepare and program an Early Voting Electronic Poll Book(s) per polling location with the Voter Registration Database. This includes laptop(s), insurance, and delivery fee, as well as supplies such as, but not limited to, labels and printer;

(C) Provide Voter Registration List(s) in CD Format to be used for mail-in-ballots, as provided by Hidalgo County Voter Registration pursuant to the request by THE ENTITY; and

(D) Provide PDF CD file for Election Day Poll Book(s);

(E) Provide information for election officers;

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by THE ENTITY, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, printing or providing election day poll book(s), or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of THE ENTITY'S election records.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Programming iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Programmed Ballot;
B. A $10.00 recording fee for English and Spanish Audio Files for each Contest, or

Office, or Proposition questions;

C. A $10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition answers;
D. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.; and
E. The amount of $150.00 leasing fee for each iVotronic and
F. $150.00 leasing fee for each ADA iVotronic;
G. Third Party charge for delivery and pick-up fee for Ivotronics for Early Voting and Election Day to include fuel charge;
H. Fee for Voter Registration List(s) in CD format;
I. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:
A. No request for Electronic Poll Book.

6.03 PDF CD file charge of $17.50 per CD to be used for self-printing of poll book(s) for Early Voting and Election Day by Entity;

6.04 If optional supplies and/or services are requested by THE ENTITY, fees will be charged in accordance with third party vendors or county fees; and

6.13 Billing:

A. The form of the invoice to be used in the billing by the County, including a good faith estimate of costs, is attached hereto as Exhibit A. the ENTITY shall submit to the County, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.
B. The Administrator shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.
C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.
D. Payment shall be made by check payable to the Hidalgo County Elections.
E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón

Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Mr. Marcos Ochoa
Mayor
City of Penitas
P O Box 204
Penitas, TX 78576

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. 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.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 14th day of March, 2011

APPROVAL COUNTY OF HIDALGO:

CITY OF PENITAS
ENTITY

BY: _____
RAMON GARCIA
COUNTY JUDGE

BY: Marcos Ochoa

PRINT: MR. MARCOS OCHOA

TITLE: MAYOR

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ATTEST MAYOR'S SIGNATURE:

BY: Ana Cantu

PRINT: Ana L Cantu

TITLE: Interim City Secretary

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

AI-25915 **13.C.**

City of McAllen Election Lease Contract

CC REGULAR

Date:	03/28/2011
Submitted By:	Amanda Valdez, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration **Sub-category:** Elections

Information

CAPTION

Approval of Contract for Lease Election Services between Hidalgo County and City of McAllen for their election to be held on May 14, 2011

BACKGROUND

Two (2) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:**

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to Elections Department).

Attachments

Link: City of MCallen - 2011

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Angela Garcia	03/24/2011 08:24 AM	APRV
2	Budget & Management	Erika Zamora	03/24/2011 10:38 AM	APRV
3	Roland Garcia	Rolando Garcia	03/24/2011 12:22 PM	APRV
4	Auditor's Office		03/25/2011 07:32 AM	NEW

Form Started By: Amanda Valdez Started On: 03/23/2011 01:19 PM

Final Approval Date: 03/25/2011

THE STATE OF TEXAS §
§ CONTRACT FOR LEASE ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the CITY OF MCALLEN hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on May 14, 2011.

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract that sets out respective responsibilities and certain election services; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on May 14, 2011, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Procure, provide, prepare and program an Early Voting Electronic Poll Book(s) per polling location with the Voter Registration Database. This includes laptop(s), insurance, and delivery fee, as well as supplies such as, but not limited to, labels and printer;

(C) Provide Voter Registration List(s) in CD Format to be used for mail-in-ballots, as provided by Hidalgo County Voter Registration pursuant to the request by THE ENTITY; and

(D) Provide PDF CD file for Election Day Poll Book(s);

(E) Provide information for election officers;

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by THE ENTITY, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, printing or providing election day poll book(s), or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of THE ENTITY'S election records.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Programming iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Programmed Ballot;
B. A $10.00 recording fee for English and Spanish Audio Files for each Contest, or

Office, or Proposition questions;

C. A $10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition answers;
D. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.; and
E. The amount of $150.00 leasing fee for each iVotronic and $150.00 leasing fee for each ADA iVotronic.
F. Third Party charge for delivery and pick-up fee for Ivotronics for Early Voting and Election Day to include fuel charge;
G. Fee for Voter Registration List(s) in CD format;
H. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;
B. Laptop rental, insurance and delivery fee of $150.00 per location;
C. Dymo Printer rental and label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 PDF CD file charge of $17.50 per CD to be used for self-printing of poll book(s) for election day by Entity;

6.04 If optional supplies and/or services are requested by THE ENTITY, fees will be charged in accordance with third party vendors or county fees; and

6.13 Billing:

A. The form of the invoice to be used in the billing by the County, including a good faith estimate of costs, is attached hereto as Exhibit A. the ENTITY shall submit to the County, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.
B. The Administrator shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.
C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.
D. Payment shall be made by check payable to the Hidalgo County Elections.
E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Mr. Mike R. Perez
City Manager
City of McAllen
P O Box 220
McAllen, TX 78505

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. 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.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2011

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

CITY OF MCALLEN
ENTITY

BY: _____

PRINT: MR. MIKE R. PEREZ

TITLE: CITY MANAGER

ATTEST

BY: _____

PRINT: ANNETTE VILLARREAL

TITLE: CITY SECRETARY

APPROVED AS TO FORM:

Aaron Leal, Assistant City Attorney

AI-25911 **13.D.**

City of Palmhurst Election - Full Contract

CC REGULAR

Date:	03/28/2011
Submitted By:	Amanda Valdez, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration **Sub-category:** Elections

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and City of Palmhurst for their election to be held on May 14, 2011

BACKGROUND

Two (2) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:**

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to Elections Department).

Attachments

Link: City of Palmhurst - 2011

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Angela Garcia	03/24/2011 08:24 AM	APRV
2	Budget & Management	Erika Zamora	03/24/2011 10:38 AM	APRV
3	Roland Garcia	Rolando Garcia	03/24/2011 12:29 PM	APRV
4	Auditor's Office		03/25/2011 07:32 AM	NEW

Form Started By: Amanda Valdez Started On: 03/23/2011 01:01 PM

Final Approval Date: 03/25/2011

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the CITY OF PALMHURST, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on May 14, 2011.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the May 14, 2011, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the County agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be

rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on May 14, 2011, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Procure, provide, prepare and program an Electronic Poll Book(s) per polling location with the Voter Registration Database. This includes laptop(s), insurance, and delivery fee, as well as supplies such as, but not limited to, labels and printer.

(C) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(D) Provide training for Judges/Clerks;

(E) Prepare, distribute, and publicize all notices and newspaper advertisements;

(F) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits; and
3) Ballot boxes and voting booths

(G) Procure early voting polling places and election day polling places, as ordered;

(H) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(I) Notify the election judges of the date, time and place of the election;

(J) Procure and pay election judges and clerks for early voting and election day voting;

(K) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(L) Procure and pay Ballot Board members ;

(M) Provide information for election officers;

(N) Prepare U.S. Department of Justice pre-clearance for the election;

(O) Prepare any submission of voting changes to be submitted to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, as amended for the election;

(P) Provide such incidental related services as may be necessary to effect the election;

(Q) Serve as the Early Voting Clerk; and

(R) Establish a Central Counting Station for the purpose of tabulating ballots.

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the County, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers directly from payment vouchers submitted by the County Elections Administrator at the rate of $9.00 per hour for Election Judges and $8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election;

(C) Reimburse the County for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Tabulate the Election results for canvassing by the ENTITY'S governing body;

(E) As stated in Section 31.096 of the Texas Election Code, this Contract may not change:

> (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

(F) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(G) The County shall file copies of this Contract with the County Treasurer and the County Auditor; and

(H) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Programming iVotronic ballot for voting machines;
B. Third Party charge for delivery and pick-up fee for Ivotronics for Early Voting and Election Day to include fuel charge;
C. A $10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition questions;
D. A $10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition answers;
E. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.; and
F. The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for each ADA iVotronic.
G. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;
B. Laptop rental, insurance and delivery fee of $150.00 per location;
C. Printer label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;
E. No charge for the use of magnetic card swipes, bar code scanners and Dymo printers; and

6.03 Mail-in ballot supplies, including applications, paper ballots, envelopes and postage at price set by third party vendors at time of election;

6.04 Training of Judges and Clerks at $7.00 per hour per person;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements;

6.06 Fee for Early Voting and General Election Combination forms, maps and election kits at fee set by third party vendor at the time of the election. No charge for provisional bags, table tops if necessary, ballot box(es), Cage Kit, custom signs and sample ballots;

6.07 Reimbursement rental fees incurred for early voting polling places and election day polling places, as ordered;

6.08 Cost of judges and election workers directly from payment vouchers submitted by the ADMINISTRATOR. The ENTITY shall pay the election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Deputy Early Voting Clerk(s) and $8.00 per hour for clerks;

6.09 Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

6.10 Reimbursement to the County for liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the County for the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage;

6.12 If optional supplies and/or services are requested by THE ENTITY, fees will be charged in accordance with third party vendors or county fees; and

6.13 Billing:

A. The form of the invoice to be used in the billing by the County, including a good faith estimate of costs, is attached hereto as Exhibit A. the ENTITY shall submit to the County, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

B. The Administrator shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.
C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.
D. Payment shall be made by check payable to the Hidalgo County Elections.
E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Ms. Lori A. Lopez
City Manager
City of Palmhurst
4417 N. Shary Road
Palmhurst, TX 78573

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. 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.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 21 day of March, 2011

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

CITY OF PALMHURST
ENTITY

BY: Lori A. Lopez

PRINT: MS. LORI A. LOPEZ

TITLE: CITY MANAGER

ATTEST

BY: Celina Perez

PRINT: Celina Perez

TITLE: City Secretary

CITY OF PALMHURST TEXAS

AI-25853 **14.A.**

Advertise and Approval of Draft Specifications
CC REGULAR

Date:	03/28/2011
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval to Advertise and Approval of Draft Specifications for the Following:
1. Air Conditioning Maintenance and Repair
2. Plumbing Repair
3. Lawn Care

BACKGROUND

Policy Council Approval: 03.23.11

Fiscal Impact

Attachments

Link: Draft Specifications

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/22/2011 07:34 AM	APRV
2	Roland Garcia	Rolando Garcia	03/24/2011 12:08 PM	APRV
3	Auditor's Office		03/25/2011 07:32 AM	NEW
Form Started By: Linda Galaviz			Started On: 03/21/2011 06:29 AM	
Final Approval Date: 03/25/2011				

Hidalgo County Head Start Program
Policy Council Agenda

DATE: March 23, 2011

SUBJECT: Discussion/Approval to Advertise and Approval of Draft Specifications for the Following:
(1) Air Conditioning Maintenance & Repair
(2) Plumbing Repair
(3) Lawn Care

RATIONALE/NEED: Administration needs to obtain new contracts to continue services to the Head Start facilities.

RECOMMENDATION: Administration Recommends Approval

COST: Yearly Estimate Cost:
(1)$25,000 - Air Conditioning Maintenance & Repair
(2)$25,000 - Plumbing Repair
(3)$25,000 - Lawn Care

RELATED INFORMATION INCLUDED: Memo/Specifications

* * * *

Air Conditioning

Bid No: 2011-004-04-29 Air Conditioning Maintenance and Repair	Procurement Director: Ambrosio Tovar	Tel. No: (956) 380-4149

REQUEST FOR BIDS

Hidalgo County Head Start Program
McAllen, Texas

AIR CONDITIONING MAINTENANCE & REPAIR BID #2011-004-04-29
FOR
HIDALGO COUNTY HEAD START PROGRAM

March 29, 2011

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 W. State Hwy 107
McAllen, TX 78504
956-380-4149

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY HEAD START PROGRAM
"AIR CONDITIONING MAINTENANCE & REPAIR BID #2011-004-04-29
for Hidalgo County Head Start Program

1. Request for Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 6 pages.
3. Specifications, Exhibit A, consisting of 5 pages.
4. Hidalgo County Head Start Program & Center Roster/Sign-In, Exhibit B consisting of 3 pages.
5. Insurance Requirements, Exhibit C, consisting of 3 pages.
6. Conflict of Interest Questionnaire, Exhibit D, consisting of 2 pages.
7. Proposer's Affidavit, Exhibit D, consisting of 1 page.
8. Bid Page consisting of 1 Page
9. Bidder/Vendor Application, consisting of 1 page.
10. Historically Underutilized Business (HUB) Declaration, consisting of 1 page.
11. Certification Regarding Debarment, Suspension consisting of 1 page.
12. Bid Tabulation Sheet consisting of 1 page.
13. Draft Contract consisting of 6 pages.
14. W-9 Form (Request for Taxpayer ID) consisting of 1 page.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Procurement Department by calling (956) 380-4149, to advise of missing documentation, and Procurement will forward information either through facsimile or by U.S. Mail.

Thank you.

March 29, 2011

_____
Ambrosio Tovar, Procurement Director

March 29, 2011

Re: **HIDALGO COUNTY HEAD START PROGRAM**

Request for Bids - "AIR CONDITIONING MAINTENANCE & REPAIR" FOR HIDALGO COUNTY HEAD START PROGRAM

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for you review and consideration.

Hidalgo County Head Start Program welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Procurement Department 956-380-4149.

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

1. Sealed bids will be received for **"AIR CONDITIONING MAINTENANCE & REPAIR" FOR HIDALGO COUNTY HEAD START PROGRAM** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth; Bidders guarantees products/services offered will meet, or exceed, the written specifications identified in the bid. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). All deviations from the specifications must be noted in writing, in detail, by the bidder at the time of submittal of the bid. Strong rationale must be presented for any deviation from the specifications. The absence of a written list of specification deviations will hold the bidder strictly accountable to the County to the specifications as written. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid. Any deviation from the specifications as written which the bidder did not previously submit prior to bid opening, as required, will be grounds for rejection of the materials/goods/services and/or equipment when delivered.

2. One (1) original and three (3) copies of bid are required with 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 enveloped and/or package, **"BID- AIR CONDITIONING MAINTENANCE & REPAIR" FOR HIDALGO COUNTY HEAD START PROGRAM** located 1901 West State Highway 107, McAllen, Texas, **on or before 2:00 p.m., on FRIDAY APRIL 29, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID 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 IN REFERENCE TO BID.** Hidalgo County Reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered he best and most advantageous to Hidalgo County. Hidalgo County will not be responsible for miss-sent or misplaced bids.

3. Hidalgo County Head Start Program 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.

   One or more venders may be designated as approved A Primary and/or A Secondary vendors for purchases for this contract through the effective period of the award. In situations when purchasing from the Primary Vendor(s) is not in the best interest of the County (e.g., when vendor fails to meet established delivery schedules), departments may purchase from the Secondary Vendor(s)

   If a vendor is in default on an order, the County reserves the right to purchase the item in default and change the increase in price, if any, and coast of handling to the vendor. Failure to pay a damage assessment is cause for contract cancellation and/or suspension or removal of the vendor from the County's Centralized Master Bidders List (CMBL)

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County Head Start Program. Once a contract is awarded, no substitutions of products on the orders will be allowed without prior written consent from ordering department(s). Substitutions must be approved prior to shipment on a trial basis only, until original item(s) becomes available. Outstanding orders are not automatically amended by an approved substitution.

   Failure to the delivered item (s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise. The County may purchase n the open market any commodity reported by a vendor to be on back order when the resultant delivery time is unsatisfactory. Damage may be applicable in cases of a pattern of back orders. Back orders received after the delivery scheduled date will not be accepted.

5. For work to be performed at a Hidalgo County Head Start Program 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 Head Start Program. 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. A bid cannot be altered or amended after the bid opening date and time. Any alterations made before the opening date and time shall be initialed by the bidder or the bidder's authorized agent identified in the bid.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening. No bid can be withdrawn after the bid opening date and time without approval of County. All approvals shall be based upon an acceptable written reason for the action. Prices submitted for the bid must be current and in effect at the time of the bid opening and shall remain firm throughout the contract term, including any contract extensions. NO price increases are allowed. Vendors are required to implement immediately any price decreases, roll backs, etc. that may become available. The County must be notified in writing of any decreases for file updating purposes and notice to contract users.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the Hidalgo County Head Start Program Director or 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. Hidalgo County Head Start Program reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., Hidalgo County Head Start Program Prepaid.

12. Hidalgo County Head Start Program 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. Both unit prices and extensions must be submitted. In case of discrepancies, unit prices shall govern.

13. Funds for this procurement have been provided through the Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start 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 Hidalgo County Head Start which is payable out Purchases orders shall be generated by the Hidalgo County Head Start to the successful bidder(s). The purchase order number must appear on all itemized invoices, packing slips and delivery tickets. Hidalgo County Head Start will not be held responsible for nay orders placed/delivered without a valid, signed purchase order.

14. Upon award and prior to execution of a contract. Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Head Start Finance Department in order to establish an account with the Head Start Program. All awarded vendors must submit a complete W-9 and a copy of their Federal ID Number Certificate.

15. POST AWARD PRODUCTS DELIVERY INSTRUCTIONS:

- Materials and supplies must be shipped within 72 hours from arrival of purchase order.

- Deliveries shall be accepted between 8:00 AM and 4:30 PM, Monday-Friday, unless prior approvals for after-hours deliveries have been obtained from respective department(s) contact person(s) before delivery will be accepted, unless other delivery arrangements have been made.

- At least seventy tow (72) hours prior notice of delivery must be given to, Ambrosio Tovar, Procurement Director before delivery will be accepted, unless other delivery arrangements have been made.

Deliveries not made within delivery schedule shall be considered delinquent. Delinquent orders shall constitute a breach of contract. The vendor must notify the requesting department of orders that exceed the delivery schedule to either cancel the order or extend the delivery schedule for that order.

At least seventy-two (72) hours prior to notice of a foreseen delivery delay shall also be given to appropriate departments(s) contact person(s). The County has the right to extend the delivery date if reasons appear valid. The vendor must keep he County advised at all times of the status of the order(s). If the vendor has orders in their possession which have not been completed within the specified delivery time, the Head Start Program reserves the right to withhold issuances of further orders until all orders have been filled and acceptable assurance has been given that the event will not be repeated.

For items not in stock at the time of order, vendor is to contact respective department(s) for approval, or cancellation, of a delivery time and date.

The Head Start Program reserves the right to pick up orders during emergency situations.

If you need additional information contact information will be provided upon contract award.

16. BILLING AND PAYMENT INSTRUCTIONS:
All vendors doing business with the Head Start Program must have on file a Form W-9, Request for Taxpayer Identification Number and Certifications. A copy of this form is included fro your use and is to be submitted with your bid, if not on file.

Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official (signed delivery tickets)
c) Purchase Order Number (if any)
d) Notation- "HIDALGO COUNTY HEAD START PROGRAM"
e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

Vehicle title paperwork must be properly filled out and provided at time of delivery.
The following documentation must be included:

a) Certificate of Origin (signed title, if used vehicle purchase)
b) Application for Texas Certificate Of Title (Form 130-U)
c) Odometer Disclosure Statement

Discount payment will be considered when offered. Price decreases are acceptable. Volume discount on products are acceptable by Hidalgo County Head Start Program. The Hidalgo County Head Start Program reserves the right to negotiate the price of any product listed in the catalog when large quantities are requested by a user department.

Contract person for Billing and Payment questions:

Attn: Hidalgo County Head Start Program
Elma Keller Finance Department
1901 W. State Hwy 107
McAllen, TX. 78504
(956) 383-0706

17. Schedule of Events

Bid Opening, 2:00 P.M.	April 29, 2011
Project Award of Contract or Issuance of Purchase Order	_____
Project Commence Work or Deliver Products	_____

18. 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 Hidalgo County Head Start Program.

- 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.

19. 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 Head Start Program (At the County) to disclose in the Conflict of Interest Questionnaire (the ACIQ) attached as Exhibit D, the vendor, person, consultant or contractors affiliation or business relationship that might cause a conflict of interest with the Hidalgo County Head Start Program. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County Head Start Program 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 Head Start Program 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 Head Start Program office located at 1901 W. State Hwy 107 McAllen, TX 7804 – Head Start Program

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services. Vendor must provide, at no cost, at lease one (1) copy of any applicable Material Safety Data Sheets (MSDS) with each shipment during the term of the contract. If OSHA or Federal or State laws provide for additional requirements are in addition to the MSDS requirement. All items must meet all applicable OSKA standards and regulations and all electrical items must bear the appropriate listing form UL, FMRC, or NEMA.

20. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period. 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.

21. Successful bidder will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program 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.

22. 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 Hidalgo County Head Start Program in the event of breach or default by successful bidder; Hidalgo County Head Start Program 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.

23. 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.

24. 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 Head Start Program, Texas.

25. 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 Hidalgo County Head Start Program.

"AIR CONDITIONING MAINTENANCE & REPAIR BID #2011-004-04-29
FOR HIDALGO COUNTY HEAD START PROGRAM

March 29, 2011

To: Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 West State Highway 107
McAllen, TX 78504

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 Head Start Program 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 Head Start Program reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

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

Respectfully submitted,

Bidder:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"AIR CONDITIONING MAINTENANCE & REPAIR"

EXHIBIT "A"

SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY HEAD START PROGRAM

SPECIFICATIONS FOR AIR CONDITIONING MAINTENANCE & REPAIR

BID #2011-004-04-29

OBJECTIVE:

The objective of this contract is to provide full service for all **"AIR CONDITIONING MAINTENANCE & REPAIR"** for Hidalgo County Head Start Program at the facilities listed herein and to include emergency service call to keep the equipment useable and operable. Work performed shall be in accordance with manufacturer's standards. Contractor understands and agrees that this is a **"LABOR AND COST OVER PARTS"** contract and that he will supply all equipment and parts which furnish all labor, parts, materials and supplies necessary to complete this contract.

SITE VISIT:

Bidders must examine air conditioning systems to ensure they are functioning properly and are in good condition. Bidder shall not be relieved of responsibility for properly estimating cost of serviced required, or condition of existing equipment, because of his failure to investigate and inspect the equipment. The visit must be coordinated in advance with Field Operations Director for the Hidalgo County Head Start Program, or designated representative, at (956) 383-0706 ext. 217.

SPECIFICATIONS – GENERAL:

The following specifications apply to this contract:
Any job orders which are estimated to exceed $1,000.00 must be approved by the Field Operations Director prior to being performed.

BILLING SPECIFICATIONS:

All Invoices must be submitted to the Field Operations Department on a weekly basis. The following information must be listed on the submitted invoice.

1. **Center Location**
2. **Date**
3. **Description of Repair(s) being performed**
4. **Labors Price**
5. **Serial Number of unit which was worked on**
6. **Parts – Price**
7. **Parts Mark-up Price**
8. **Purchase Order**
9. **Confirmation Signature form Center Director**

LETTERS OF RECOMMENDATION:

Must submit three Letter's of Recommendation (example: schools, cafeterias, day cares, or other Governmental Entities) on services provided to any of the Entities mentioned above. Letters must be included in bid package. (Original letters only)(No copies will be accepted).

EQUIPMENT:

Attached is a list of Centers locations where the equipment will be serviced under this contract.

SEE ATTACHED LIST (Exhibit B), OF HIDALGO COUNTY HEAD START PROGRAM CENTER LOCATIONS

- The following work is required on an as needed basis:
  - Cleaning all components, removing dust, old lubricants or contaminants to allow equipment to function as designed.
  - Overhaul equipment and devices not in proper working order.
  - Replace equipment, devices, system, compressors, or components not in proper working order.
  - Company to provide the required preventive maintenance to reduce shipments of repairs utilizing this "Emergency Repair" delivery service.
  - Will require repairs on central air conditioners units with heating systems.
- Parts requiring replacement shall be the newest design available provided they are compatible with end-use equipment and functionally equivalent.
- Steam cleaning of fan and coil units is not routine service. Cleaning shall be conducted outside normal operating hours to prevent building temperature extremes and inconvenience to building occupants. Cleaning shall be coordinated with the Field Operation Coordinator or designated department head. (Upon Request)

Please list which certificates rating your company currently holds for Air Conditioning and/or Refrigeration: **PLEASE PROVIDE COPY OF LICENSE.**

1) Master
2) Journeymen
3) Apprentice

CERTIFICATE: A 0- Unlimited occurred Tons

Yes_____ No_____

CERTIFICATE: B 0-25 Tons

Yes_____ No_____

EMERGENCY CALLS

Contractor shall provide emergency service at no additional cost, in addition to normal maintenance and repairs as follows:

(a) Emergency response within two (2) hours after call, on a twenty four (24) hour a day basis, everyday, including weekends and holidays.
(b) Contractor shall provide a current list of individuals responsible for providing emergency calls, to Hidalgo County Head Start Program Field Operations Director or designated representative.
(c) Automatic telephone answering or recording device numbers are not acceptable. One additional telephone number of someone within the company management structure shall also be given. This additional number is not to be used unless there has been no response to emergency calls within (2) hours.
(d) Emergency service requests may only be made by the Field Operations Coordinator or designated representatives; a copy of such listing shall be provided to vendor.

ACCESS TO BUILDINGS:

Field Operations Director or designated representative of Hidalgo County Head Start Program Field Operations Director shall establish mutually agreeable schedule for performance of routine service calls, schedule of normal operating hours points of access, and other information necessary to insure optimum convenience to all concerned.

(a) The facilities are located at:
SEE ATTACHED LISTS OF HIDALGO COUNTY START PROGRAM CENTER LOCATIONS

(b) All keys given to Contractor must be returned within forty-eight hours (48).

GRACE PERIOD OPTION:

Hidalgo County Head Start Program reserves the right to continue this bid for an additional ninety (90) day(s) Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

INSPECTION AND ACCEPTANCE:

The Hidalgo County Head Start Program Field Operations Director, or its designated representative for each department, is hereby designated to participate in the administration of this contract to insure contractor's compliance with its technical requirements, including inspection and acceptance of the services for the Hidalgo County Head Start Program the performance site.

TERM:

The initial term of these contracts will be for one (1) year from date of award. The Hidalgo County Head Start Program may terminate the contracts upon ninety (90) days advance written notice to Contractors.

SUBCONTRACTING:

The vendor awarded the contract shall not engage the service of a subcontractor without prior written consent of Hidalgo County Head Start Program. When requesting consent from Hidalgo County Head Start Program for the retention of a subcontractor to perform services hereunder, the successful bidders must present evidence that the proposed subcontractor possesses all necessary licenses and permits to perform the services described herein, and that the subcontractor and the successful vendor have obtained the required insurance coverage and policies as required by Hidalgo County Head Start Program. Payment to subcontractor must be made by vendors.

RESPONSIBILITY OF CONTRACTOR:
(a) The vendor awarded the contract shall present evidence that vendor possesses all necessary licenses and permits to perform the services described herein, and that the successful vendor has obtained the required insurance coverage and policies as required by Hidalgo County Head Start Program. Termination, suspension or revocation of required licenses or permits are grounds for immediate termination of any awarded contract.

(b) Interested vendors must have the capabilities to address two or more repairs (jobs) at one time.

NEW SITES: The contracts will not automatically entitle vendors to any installation rights for any new buildings which may be acquired during the contract term.

AWARD: Hidalgo County Head Start Program reserves the right to award the bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

INSURANCE: Comprehensive General Liability - Coverage shall be written on an occurrence basis. Hidalgo County Head Start Program to be additional insured on General and Pollution Liability. Coverage shall provide against the following risks:

a. Board Form Property Damage
b. Independent Contractors
c. XCU Hazards (explosion, collapse, and underground damage)
d. Contractual Liability (arising from indemnity agreement in contract)
e. Completed Operations
f. Premises & Operations
g. Pollution - $ 500,000 Per Occurrence
$1,000,000 Aggregate

Comprehensive General Liability coverage shall be combined single limit for bodily injury and property damage and shall be written for the following limits:

$500, 000 - General Aggregate Limit
$500, 000 - Products - Completed
Operations Aggregate Limit
$500, 000 - Personal and Advertising Injury Limit
$500, 000 - Each Occurrence Limit
$500, 000 - Fire Damage Limit
$ 5, 000 - Medical Expense Limit (Any one person)

Commercial catastrophe (Umbrella) Liability shall be written for the following limits:

$500,000 - Each occurrence for Bodily Injury and Property Damage
$500,000 - Annual Aggregate

OCP - Owner's and Contractor's Protective Liability shall be written for the following limits:

$500,000 - Each occurrence for Bodily Injury and Property Damage
$500,000 - Annual Aggregate

Comprehensive Automobile Liability shall be written for all owned vehicle, non-ownership liability and hired vehicle and shall be written for the following limits:

$500,000 - Each occurrence for Bodily Injury and Property Damage

Worker's Compensation - Texas Statutory Limit

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"AIR CONDITIONING MAINTENANCE & REPAIR"

EXHIBIT "B"

CENTER DIRECTORY

Exhibit "B"
CENTER ROSTER

Alamo H/S Center CM: Enedelia Fricks 303 South 7th Alamo, TX 78516 Tel: 787-4318 Fax: 283-0573	**Edinburg III H/S Center** CM: Maria Salinas 3817 South I Rd. Edinburg, TX 78539 Tel: 383-7041 Fax: 383-7370	**Las Milpas II H/S Center** CM: Noe Hernandez 901 E. Thomas Pharr, TX 78577 Tel: 787-6525 Fax: 787-6431	**Mission I H/S Center** CM: Zoraida Garcia 115 Mayberry Mission, TX 78572 Tel: 581-2031 Fax: 585-7802	**Pharr H/S Center** CM: Mariza Garcia 415 E. Clark Pharr, TX 78577 Tel: 781-0116 Fax: 787-4750	**Weslaco III H/S Center** CM: Jesse Vela 1317 W. Exp. 83 Weslaco, TX 78596 Tel: 968-9751 Fax: 969-8668
Alton H/S Center CM: Simona Peña 202 W. Dawes Avenue Alton, TX 78572 Tel: 581-8854 Fax: 583-6016	**Edinburg IV H/S Center** CM: Estefana Barco 3215 Richardson Rd. Edinburg, TX 78539 Tel: 383-4730 Fax: 316-0432	**McAllen II H/S Center** CM: Martha DeLeon 1001 S. 16th McAllen, TX 78501 Tel 631-4240 Fax: 682-5709	**Mission II H/S Center** CM: Estella Gonzalez 1105 East 8th Street Mission, TX 78572 Tel: 581-3635 Fax: 583-6218	**Progreso H/S Center** CM: Mario Rendon 109 W. Palm Progresso, TX78579 Tel: 565-0107 Fax: 514-0317	**Western RD H/S Center** CM: Petra Martinez Corner of 2221 & Western Rd Mission, TX 78572 Tel: 583-9700 Fax: 581-8155
Donna I H/S Center CM: Maria H. Najera 1402 Silver Avenue Donna, TX 78537 Tel: 464-2443 Fax:464-5373	**Edinburg V H/S Center** CM: Ana Villaurrutia 3500 E. F.M. 2812 Edinburg, TX 78539 Tel: 383-0665 Fax: 383-2760	**McAllen IV H/S Center** CM: Imelda Vela 3900 South Ware Rd McAllen, TX 78501 Tel: 318-3797 Fax: 618-1256	**Mission III H/S Center** CM: Diana Mireles 3401 North Mayberry Mission, TX 78572 Tel: 580-9709 Fax: 581-3252	**San Carlos H/S Center** CM: Irma Gonzalez 134 Norh 86 San Carlos, TX 78539 Tel: 381-9119 Fax: 381-9307	**Administration Office** 1901 W. State hwy 107 McAllen, TX 78504 Tel: 383-0706 Fax: 380-2588
Donna II H/S Center CM: Eduarda Perez 1715 Miller Avenie Donna, TX 78537 Tel: 464-2561 Fax: 461-3830	**Elsa H/S Center** CM: Alicia Becerra 700 Northwest Elsa, TX 78543 Tel: 262-4542 Fax: 262-3644	**McAllen V H/S Center** CM: Leonor Ruiz 1200 North 25th St McAllen, TX 78501 Tel: 928-1396 Fax: 994-8292	**Mission IV H/S Center** CM: Diana Anzaldua 301 South Inspiration Mission, TX 78574 Tel: 581-6409 Fax: 581-1835	**San Juan I H/S Center** CM: Veronica Garcia 200 North Cougar San Juan, TX 78589 Tel: 787-4358 Fax: 787-8265	**Edcouch Kitchen** HC: Bertha Garcia W. Hwy 107 & Mile 4 North Edcouch, TX 78538 Tel: 262-2552 Fax: 262-5284
Donna IV H/S Center CM: Eduarda Perez 202 West South Avenue Donna, TX 78537 Tel: 461-2699 Fax: 461-3245	**Hidalgo H/S Center** CM: Delia Martinez 607 South 5th St. Hidalgo, TX 78557 Tel: 843-8361 Fax: 843-6739	**McAllen VI H/S Center** CM: Leticia Rodriguez 2601 Sarah Avenue McAllen, TX 78502 Tel: 683-8166 Fax: 683-1966	**Monte Alto H/S Center** CM: Alicia Becerra 25249 1st Street Monte Alto, TX 78538 Tel: 262-4591 Fax: 262-9229	**San Juan II H/S Center** CM: Norma Donava 601 Earling Rd. San Juan, TX 78589 Tel: 782-1056 Fax: 781-9022	**Palmview Kitchen** HC: Susana Garcia 1208 Paula Dr. Mission, TX 78572 Tel: 581-7415 Fax: 581-0020
Edcouch H/S Center CM: Alejandra Perez W. Hwy. 107 & Mile 4 North Edcouch, TX 78538 Tel: 262-4552 Fax: 262-7527	**La Herencia H/S Center** CM: Olga Rubio RR 3 Box 3059 Mercedes, TX 78570 Tel: 514-4828 Fax: 514-4917	**Vine Terrace H/S Center** CM: Ludivina Almaguer 2220 (B) North 27th St McAllen, TX 78501 Tel: 687-9437 Fax: 630-4707	**Palmview I H/S Center** CM: Cynthia Gonzalez ¼ Mile N 495 on FM 2062 Palmview, TX 78572 Tel: 580-1394 Fax: 519-7373	**Sullivan City H/S Center** CM: Mirta Trigo 379 E. Expressway 83 Sullivan City, TX 78595 Tel: 485-2996 Fax" 485-9597	**UTPA H/S Center** CM: Maria D. Gutierrez 1201 W. University Dr. Col. of Ed. Rm 1.410 & 1.408 Edinburg, TX 78539 Tel: 381-2465 Fax: 381-2466
Edinburg I H/S Center CM: Maria Salinas 225 South 25th St Edinburg, TX 78539 Tel: 383-3922 Fax: 383-0823	**La Joya H/S Center** CM: Marissa Guerra 105 E. 5th & Leo Avenue La Joya, TX 78560 Tel: 581-2022 Fax: 584-7298	**Mercedes I H/S Center** CM: Luisa Barrera 1100 W. Expressway 83 Mercedes, TX 78570 Tel: 565-5062 Fax: 514-1163	**Palmview II H/S Center** CM: Beatriz Niño 618 Breyfogle Rd. Mission, TX 78572 Tel: 83-4435 Fax: 584-3178	**Weslaco I H/S Center** CM: Natalia Salas 310 N. Kansas Street Weslaco, TX 78596 Tel: 968-3886 Fax: 969-8116	
Edinburg II H/S Center CM: Dalia Gutierrez 1200 North 1st Street Edinburg, TX 78539 Tel: 380-1088 Fax: 287-9321	**Las Milpas I H/S Center** CM: Virginia Montañez 714 Zapata Avenue Pharr, TX 78577 Tel: 483-1723 Fax: 781-2696	**Mercedes II H/S Center** CM: Olga Rubio 2601 East Mile 8th North Mercedes, TX 78570 Tel: 514-5492 Fax: 514-1247	**Palmview III H/S Center** CM: Ana Cedillo 2401 Moorfield Rd. Rear Mission, TX 78572 Tel: 584-3860 Fas: 584-3857	**Weslaco II H/S Center** CM: Natalia Salas 9 Mile W. 5 Mile N. Weslaco, TX 78596 Tel: 969-3064 Fax: 447-1789	

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"AIR CONDITIONING MAINTENANCE & REPAIR"

EXHIBIT "C"

INSURANCE REQUIREMENTS

EXHIBIT "C"

Insurance Requirements
Professional Services

The proposer/applicant 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. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five hundred thousand ($500,000.00) per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $500,000.00) arising out of the services provided to County hereunder;

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

5. Workers compensation insurance in amounts established by Texas law, unless the respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County Head Start Program will only accept certificates of insurance on an Acord form. Certificates of insurance naming Hidalgo County Head Start Program as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I, _____, authorized representative for_____,
Company/Vendor
hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- o will be acquired within 10 days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Procurement Department in order to qualify for award of bid and to execute a contract between our Company and the County.)

- o will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court: currently carry the following:

  Automobile Liability: $_____General Liability: $_____.

  (*An insurance certificate for the required insurance limits shall be provided to the Procurement Department in order to qualify for award of bid and to execute a contract between our Company and the County.) **OR**

- o have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

NOTICE TO BIDDER: Failure to provide Certificates of Insurance at Purchasing Department will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQURIEMENTS 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 Head Start Program 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

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"AIR CONDITIONING MAINTENANCE & REPAIR"

EXHIBIT "D"

CONFLICT OF INTEREST

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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 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 doing business with local governmental entity.

2 ☐ Check this box if you are filling 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 additonal 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 government entity?

☐ Yes ☐ No

C. Is the filer of the 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

PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "AIR CONDITIONING MAINTENANCE & REPAIR"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request fro Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: _____

Subscribed and sworn to before me this _____day of _____, 2011.

_____

Notary Public

My Commission expires: _____, 2011

REQUEST FOR BIDS

“AIR CONDITIONING MAINTENANCE & REPAIR”

PROJECT REQUIREMENT ACKNOWLEDGEMENT

Hidalgo County Head Start Program
Procurement Department
AIR CONDITIONING MAINTENANCE & REPAIR
BID #2011-004-04-29

BID FORM

Hidalgo County Head Start Program
1901 West State Highway 107
McAllen, TX 78504
Attn: Ambrosio Tovar, Procurement

PRICE: No preventive maintenance costs are to be applied to contracts. Pricing for contracts should be considered for hourly rate and percentage of cost over the parts.

Hourly Rate for:

AIR CONDITIONING REPAIR & MAINTENANCE: _____per hour.

Parts Mark Up: _____%

BIDDER/COMPANY NAME:_____.

ADDRESS:_____.

CITY/STATE/ZIP CODE:_____.

TELEPHONE NUMBER:_____FAX NUMBER:_____.

CELLULAR/PAGER NUMBERS:_____.

TITLE:_____.

SIGNATURE:_____.

PRINTED NAME:_____

HIDALGO COUNTYHEAD START PROGRAM
Bidder/Vendor Application

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Program Procurement Department.

Company Name **Telephone No. ( )**
Mailing Address **Fax No. ( )**
City, State, Zip **Tax I.D. No.**
Remit to Address **City, State, Zip**
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ LLC _____ Other, Specify **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker_____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** · Less than 125,000 annual gross receipt · Black American · Native American · Less than 250,000 annual gross receipt · Hispanic American · Women · Less than 499,000 annual gross receipt · Asian Pacific American · Other · More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?: · Yes · No** **Indicate Certification No.(s): _____ or are Certificate(s) attached?: · Yes · No**
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?: · Yes · No**

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 Hidalgo County Head Start Program 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?: · State General Services 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 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): · State General Services 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): · State General Services 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): · State General Services Commission · Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )_____Subcontract Amount: $_____ Description of Work to be Performed:

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

Company Name: _____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDALGO COUNTY HEAD START PROGRAM
PROCUREMENT DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: **Hidalgo County Head Start Program**

BID OPENING DATE: **Friday April 29, 2011** | BID OPENING TIME: **2:00 P.M.**

DESCRIPTION OF BID: **"Air Conditioning Maintenance & Repair" For Hidalgo County Head Start Program**

BID NUMBER: **2011-004-04-29**

BID # RFB#	NAME OF COMPANY	COMPANY REPRESENTATIVE	CONTRACTOR'S PRICE PER HR.
#1			
#2			
#3			
#4			
#5			
#6			
#7			
#8			

DRAFT

CONTRACT FOR SERVICES
BID # C-11-XXX-XX-XX

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the 1st day of September 2011 by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and_____. (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year upon mutual agreement based on the same terms by the parties and terminating the 31st day of August 2012.

WITNESSETH:

WHEREAS, Program requires certain services which Provider is able to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be used for the provision of services the Program; and

WHEREAS, Program desires the services and repairs to be provided by the Provider; and

WHEREAS, the Provider will service and repair on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agree as follows:

A. 1. Provider represents that he is licensed by the State of Texas and qualified to perform and execute services provided in the Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated and Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records that are designated, required or prescribed by the Program federal grantor agency or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit or inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any time. The Provider 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 Program.

3. As consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program shall submit a requisition for payment of said services in the customary manner

provided for payments utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached As Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that he is an independent provider and is not an employee of the Program, Hidalgo County, Texas, or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of the Program, Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. The Program and the Provider 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. Proper notice will be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

OR

_____
_____
_____

6. Provider agrees to provide professional liability, premises liability and auto liability insurance (if providing transportation to the Head Start children) covering his and his employee's activities in the services for the Program in an amount not

less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish the Program a certificate issued by the insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or right under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold the Program and the County of Hidalgo, its employee's, officers and agent harmless from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim or (action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure was Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim or action.

D. 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 performance in Hidalgo County, Texas.

E. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2012) of the Contract period at the same rate and terms. A thirty (30) day written notice of intention to extend will be provided prior to expiration by Hidalgo County Head Start Program.

G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above.

EXECUTED as of the day and year first written above.

PROVIDER:

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
Ramon Garcia, County Judge

By: _____
Teresa Flores, Executive Director

ATTEST:

By: _____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By:_____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

Form **W-9**
(Rev. January 2006)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ---------- ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
| | | - | | | - | | | | |

or

Employer identification number
| | | - | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

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.

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.

EXHIBIT A

SPECIFICATIONS

EXHIBIT B

FEE SCHEDULE

HIDALGO COUNTY HEAD START PROGRAM
PROCUREMENT DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

IFB-RFB-RFQ-RFI

HIDALGO COUNTY HEAD START PROGRAM
PROCUREMENT DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

IFB-RFB-RFQ-RFI

BID OPENING DATE: Friday April 29, 2011 BID OPENING TIME: 2:00 P.M.

DEPARTMENT/BID DESCRIPTION: "Air Conditioning Maintenance & Repair" BID #2011-004-04-29

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1.				
2.				
3.				
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***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

Plumbing Repair

Bid No. 2011-006-04-29 Plumbing Repair	Procurement Director: Ambrosio Tovar	Tel No. 956-380-4149

REQUEST FOR BIDS

Hidalgo County Head Start Program
McAllen, Texas

PLUMBING REPAIR BID #2011-006-04-29
FOR
HIDALGO COUNTY HEAD START PROGRAM

March 29, 2011

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 W. State Highway 107
McAllen TX, 78504
956-380-4149

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY HEAD START PROGRAM
"PLUMBING REPAIR BID #2011-006-04-29
for Hidalgo County Head Start Program

1. Request For Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 6 pages.
3. Specifications/BID PAGE, Exhibit A, consisting of 5 pages.
4. Hidalgo County Head Start Program & Center Roster/Sign-In, Exhibit B consisting of 1 pages.
5. Insurance Requirements, Exhibit C, consisting of 3 pages.
6. Conflict of Interest Questionnaire, Exhibit D, consisting of 2 pages.
7. Proposer's Affidavit, Exhibit E, consisting of 1 page.
8. Bidder/Vendor Application, consisting of 1 page.
9. Historically Underutilized Business (HUB) Declaration, consisting of 1 page.
10. Certification Regarding Debarment, Suspension consisting of 1 page.
11. Bid Tabulation Sheet consisting of 1 page.
12. Draft Contract consisting of 6 pages.
13. W-9 Form (Request for Taxpayer ID) consisting of 4 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 Procurement Department by calling (956) 380-4149, to advise of missing documentation, and Procurement will forward information either through facsimile or by U.S. Mail.

Thank you.

Ambrosio Tovar, Procurement Director March 29, 2011

March 29, 2011

Re: **HIDALGO COUNTY HEAD START PROGRAM**

Request for Bids - "PLUMBING REPAIR"
FOR HIDALGO COUNTY HEAD START PROGRAM

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for you review and consideration.

Hidalgo County Head Start Program welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Procurement Department 956-380-4149.

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

LEGAL NOTICE

Bid No: 2011-006-04-29

1. Sealed bids will be received for **"PLUMBING REPAIR" FOR HIDALGO COUNTY HEAD START PROGRAM** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth; Bidders guarantees products/services offered will meet, or exceed, the written specifications identified in the bid. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). All deviations from the specifications must be noted in writing, in detail, by the bidder at the time of submittal of the bid. Strong rationale must be presented for any deviation from the specifications. The absence of a written list of specification deviations will hold the bidder strictly accountable to the County to the specifications as written. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid. Any deviation from the specifications as written which the bidder did not previously submit prior to bid opening, as required, will be grounds for rejection of the materials/goods/services and/or equipment when delivered.

2. One (1) original and three (3) copies of bid are required with 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 enveloped and/or package, **"BID- PLUMBING REPAIR" FOR HIDALGO COUNTY HEAD START PROGRAM** located 1901 West State Highway 107, McAllen, Texas, **on or before 2:00 p.m., on Friday, April 29, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID 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 IN REFERENCE TO BID.** Hidalgo County Reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County. Hidalgo County will not be responsible for miss-sent or misplaced bids.

3. Hidalgo County Head Start Program 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.

   One or more vendors may be designated as approved A "Primary" and/or A "Secondary" vendors for purchases for this contract through the effective period of the award. In situations when purchasing from the Primary Vendor(s) is not in the best interest of the County (e.g., when vendor fails to meet established delivery schedules), departments may purchase from the Secondary Vendor(s)

   If a vendor is in default on an order, the County reserves the right to purchase the item in default and change the increase in price, if any, and cost of handling to the vendor. Failure to pay a damage assessment is cause for contract cancellation and/or suspension or removal of the vendor from the County's Centralized Master Bidders List (CMBL)

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County Head Start Program. Once a contract is awarded, no substitutions of products on the orders will be allowed without prior written consent from ordering department(s). Substitutions must be approved prior to shipment on a trial basis only, until original item(s) becomes available. Outstanding orders are not automatically amended by an approved substitution.

   Failure to the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise. The County may purchase in the open market any commodity reported by a vendor to be on

back order when the resultant delivery time is unsatisfactory. Damage may be applicable in cases of a pattern of back orders. Back orders received after the delivery scheduled date will not be accepted.

5. For work to be performed at a Hidalgo County Head Start Program 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 Head Start Program. 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. A bid cannot be altered or amended after the bid opening date and time. Any alterations made before the opening date and time shall be initialed by the bidder or the bidder's authorized agent identified in the bid.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening. No bid can be withdrawn after the bid opening date and time without approval of County. All approvals shall be based upon an acceptable written reason for the action. Prices submitted for the bid must be current and in effect at the time of the bid opening and shall remain firm throughout the contract term, including any contract extensions. NO price increases are allowed. Vendors are required to implement immediately any price decreases, roll backs, etc. that may become available. The County must be notified in writing of any decreases for file updating purposes and notice to contract users.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the Hidalgo County Head Start Program Director or 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. Hidalgo County Head Start Program reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., Hidalgo County Head Start Program Prepaid.

12. Hidalgo County Head Start Program 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. Both unit prices and extensions must be submitted. In case of discrepancies, unit prices shall govern.

13. Funds for this procurement have been provided through the Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start 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 Hidalgo County Head Start which is payable out Purchase orders shall be generated by the Hidalgo County Head Start to the successful bidder(s). The purchase order number must appear on all itemized invoices, packing slips and delivery tickets. Hidalgo County Head Start will not be held responsible for any orders placed/delivered without a valid, signed purchase order.

14. Upon award and prior to execution of a contract. Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Head Start Finance Department in order to establish an account with the Head Start Program. All awarded vendors must submit a complete W-9 and a copy of their Federal ID Number Certificate.

15. POST AWARD PRODUCTS DELIVERY INSTRUCTIONS:

- Materials and supplies must be shipped within 72 hours from arrival of purchase order.
- Deliveries shall be accepted between 8:00 AM and 4:30 PM Monday-Friday, unless prior approvals for after-hours deliveries have been obtained from respective department(s) contact person(s) before delivery will be accepted, unless other delivery arrangements have been made.

- At least seventy tow (72) hours prior notice of delivery must be given to, Ambrosio Tovar, Procurement Director before delivery will be accepted, unless other delivery arrangements have been made.

Deliveries not made within delivery schedule shall be considered delinquent. Delinquent orders shall constitute a breach of contract. The vendor must notify the requesting department of orders that exceed the delivery schedule to either cancel the order or extend the delivery schedule for that order.

At least seventy-two (72) hours prior to notice of a foreseen delivery delay shall also be given to appropriate departments(s) contact person(s). The County has the right to extend the delivery date if reasons appear valid. The vendor must keep the County advised at all times of the status of the order(s). If the vendor has orders in their possession which have not been completed within the specified delivery time, the Head Start Program reserves the right to withhold issuances of further orders until all orders have been filled and acceptable assurance has been given that the event will not be repeated.

For items not in stock at the time of order, vendor is to contact respective department(s) for approval, or cancellation, of a delivery time and date.

The Head Start Program reserves the right to pick up orders during emergency situations.

If you need additional information contact information will be provided upon contract award.

16. BILLING AND PAYMENT INSTRUCTIONS:
All vendors doing business with the Head Start Program must have on file a Form W-9, Request for Taxpayer Identification Number and Certifications. A copy of this form is included for your use and is to be submitted with your bid, if not on file.

Invoices must include:
a) Name and address of successful bidder
b) Name and address of receiving department or official (signed delivery tickets)
c) Purchase Order Number (if any)
d) Notation- "HIDALGO COUNTY HEAD START PROGRAM"
e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

Vehicle title paperwork must be properly filled out and provided at time of delivery.
The following documentation must be included:

a) Certificate of Origin (signed title, if used vehicle purchase)
b) Application for Texas Certificate Of Title (Form 130-U)
c) Odometer Disclosure Statement

Discount payment will be considered when offered. Price decreases are acceptable. Volume discount on products are acceptable by Hidalgo County Head Start Program. The Hidalgo County Head Start Program reserves the right to negotiate the price of any product listed in the catalog when large quantities are requested by a user department.

Contract person for Billing and Payment questions:

Attn: Hidalgo County Head Start Program
Elma Keller Finance Department
1901 W. State Hwy 107
McAllen, TX. 78504
(956) 383-0706

17. Schedule of Events

Bid Opening, 2:00 P.M.	April 29, 2011
Project Award of Contract or Issuance of Purchase Order	
Project Commence Work or Deliver Products	

18. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any 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 Hidalgo County Head Start Program.

. 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.

19. 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 Head Start Program ("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 Hidalgo County Head Start Program. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County Head Start Program 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 Head Start Program 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 Head Start Program office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services. Vendor must provide, at no cost, at least one (1) copy of any applicable Material Safety Data Sheets (MSDS) with each shipment during the term of the contract. If OSHA or Federal or State laws provide for additional requirements are in addition to the MSDS requirement. All items must meet all applicable OSKA standards and regulations and all electrical items must bear the appropriate listing form UL, FMRC, or NEMA.

20. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must be a well-established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period. 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.

21. Successful bidder will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program 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.

22. 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 Hidalgo County Head Start Program in the event of breach or default by successful bidder; Hidalgo County Head Start Program 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.

23. 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.

24. 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 Head Start Program, Texas.

25. 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 Hidalgo County Head Start Program.

Bid
"PLUMBING REPAIR BID #2011-006-04-29
FOR HIDALGO COUNTY HEAD START PROGRAM

March 29, 2011

To: Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 West State Highway 107
McAllen, TX 78504

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 Head Start Program 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 Head Start Program reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

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

Respectfully submitted,

Bidder:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"PLUMBING REPAIR"

EXHIBIT "A"

SPECIFICATIONS

EXHIBIT A

SPECIFICATIONS FOR PLUMBING REPAIR

BID #2011-006-04-29

OBJECTIVE: The objective of this contract is to provide full service maintenance and repair of all plumbing systems to include emergency service call to keep the equipment useable and operable. Work performed shall be in accordance with manufacturer's commercial practice. Contractor understands and agrees that this is a "LABOR AND COST OVER PARTS" contract and that he will supply all equipment and parts which furnish all labor, parts, materials and supplies necessary to complete this contract.

SITE VISIT: Bidders must examine plumbing systems to ensure they are functioning properly and are in good condition. Bidder shall not be relieved of responsibility for properly estimating cost of service required, or condition of existing equipment, because of his failure to investigate and inspect the equipment. The visit must be coordinated in advance with Field Operations Director for the Hidalgo County Head Start Program, or designated representative, at (956) 383-0706 ext. 217.

SPECIFICATIONS – GENERAL: The following specifications apply to this contract:
Any job orders which are estimated to exceed $1,000.00 must be approved by the Field Operations Director prior to being performed.

BILLING SPECIFICATIONS: Invoices must be submitted to the Field Operations Department on a weekly basis. The following information must be listed on the submitted invoice.

1. **Center Location**
2. **Date**
3. **Description of Repair(s) being performed**
4. **Labors Price**
5. **Parts – Price**
6. **Parts Mark-up Price**
7. **Purchase Order**
8. **Confirmation Signature form Center Director**

LETTERS OF RECOMMENDATION:

Bidders must submit three (3) letters of recommendation (example: schools, cafeterias, day cares, or other governmental entities) on services provided to any of the entities mentioned above. Original letters must be included in bid package, no copies will be accepted.

EQUIPMENT:

The following is a list of Centers locations where the equipment will be serviced under this contract.

SEE ATTACHED LIST (Exhibit B), OF HIDALGO COUNTY HEAD START PROGRAM CENTER LOCATIONS

The following work is required on an as needed basis:

- To install additional (new) gas and water lines, including fixtures, water heaters, etc.
- Replace – parts (i.e., faucets, fixtures, disposals, pipes) etc. Replacement parts shall be the newest design available provided they are compatible with end-use equipment and functionally equivalent.
- Drain Cleaning service
- Water heater repair (gas or electric)
- Repair broken Gas & Water Lines
- Sewer Lines repaired and/or installed
- Repair of Garbage disposal & dishwasher

□ The following may be **required upon request:**

- Leaky Faucets
- AVP Rooter Service
- Shower pan repair
- Back Flow prevention system (Install and/or re-certify)

EMERGENCY CALLS

Contractor shall provide emergency service at no additional cost, in addition to normal maintenance and repairs as follows:

(a) Emergency response within two (2) hours after call, on a twenty four (24) hour a day basis, everyday, including weekends and holidays.
(b) Contractor shall provide a current list of individuals responsible for providing emergency calls, to Hidalgo County Head Start Program Field Operations Director or designated representative.
(c) Automatic telephone answering or recording device numbers are not acceptable. One additional telephone number of someone within the company management structure shall also be given. This

additional number is not to be used unless there has been no response to emergency calls within (2) hours.

(d) Emergency service requests may only be made by the Field Operations Coordinator or designated representatives; a copy of such listing shall be provided to vendor.

ACCESS TO BUILDINGS: Field Operations Director or designated representative of Hidalgo County Head Start Program Field Operations Director shall establish mutually agreeable schedule for performance of routine service calls, schedule of normal operating hour points of access, and other information necessary to insure optimum convenience to all concerned.

(a) The facilities are located at:
SEE ATTACHED LISTS OF HIDALGO COUNTY START PROGRAM CENTER LOCATIONS

(b) All keys given to Contractor must be returned within forty-eight hours (48).

GRACE PERIOD OPTION: Hidalgo County Head Start Program reserves the right to continue this bid for an additional ninety (90) day(s) Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

INSPECTION AND ACCEPTANCE: The Hidalgo County Head Start Program Field Operations Director, or its designated representative for each department, is hereby designated to participate in the administration of this contract to insure contractor's compliance with its technical requirements, including inspection and acceptance of the services for the Hidalgo County Head Start Program the performance site.

TERM: The initial term of these contracts will be for one (1) year from date of award. The Hidalgo County Head Start Program may terminate the contracts upon ninety (90) days advance written notice to Contractors.

SUBCONTRACTING: The vendor awarded the contract shall not engage the service of a subcontractor without prior written consent of Hidalgo County Head Start Program. When requesting consent from Hidalgo County Head Start Program for the retention of a subcontractor to perform services hereunder, the successful bidders must present evidence that the proposed subcontractor possesses all necessary licenses and permits to perform the services described herein, and that the subcontractor and the successful vendor have obtained the required insurance coverage and policies as required by Hidalgo County Head Start Program. Payment to subcontractor must be made by vendors.

RESPONSIBILITY OF CONTRACTOR:

(a) The vendor awarded the contract shall present evidence that vendor possesses all necessary licenses and permits to perform the services described herein, and that the successful vendor has obtained the required insurance coverage and policies as required by Hidalgo County Head Start Program. Termination, suspension or revocation of required licenses or permits are grounds for immediate termination of any awarded contract.

(b) Interested vendors must have the capabilities to address two or more repairs (jobs) at one time.

NEW SITES: The contracts will not automatically entitle vendors to any installation rights for any new buildings which may be acquired during the contract term.

AWARD: Hidalgo County Head Start Program reserves the right to award the bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

Hidalgo County Head Start Program
Procurement Department
PLUMBING REPAIR
BID #2011-006-04-29

BID FORM

Hidalgo County Head Start Program
1901 West State Highway 107
McAllen, TX 78504
Attn: Ambrosio Tovar, Procurement

PRICE: No preventive maintenance costs are to be applied to contracts. Pricing for contracts should be considered for hourly rate and percentage of cost over the parts.

Hourly Rate for:

PLUMBING REPAIR: _____per hour.

Parts Mark Up: _____%

BIDDER/COMPANY NAME:_____.

ADDRESS:_____.

CITY/STATE/ZIP CODE:_____.

TELEPHONE NUMBER:_____FAX NUMBER:_____.

CELLULAR/PAGER NUMBERS:_____.

TITLE:_____.

SIGNATURE:_____.

PRINTED NAME:_____

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

“PLUMBING REPAIR”

EXHIBIT “B”

Exhibit "B"

Hidalgo County Center Directory

Alamo H/S Center CM: Enedelia Fricks 303 South 7th Alamo, TX 78516 Tel: 787-4318 Fax: 283-0573	**Edinburg III H/S Center** CM: Maria Salinas 3817 South I Rd. Edinburg, TX 78539 Tel: 383-7041 Fax: 383-7370	**Las Milpas II H/S Center** CM: Noe Hernandez 901 E. Thomas Pharr, TX 78577 Tel: 787-6525/781-6309 Fax: 787-6431	**Mission I H/S Center** CM: Zoraida Garcia 115 Mayberry Mission, TX 78596 Tel: 581-2031 Fax: 585-7802	**Pharr H/S Center** CM: Mariza Garcia 415 E. Clark Pharr, TX 78577 Tel: 781-0116/283-7827 Fax: 787-4750	**Weslaco II H/S Center** CM: Natalia Salas 3030 N. TEXAS BLVD. Weslaco, TX 78596 Tel: 969-3064 Fax: 447-1789
Alton H/S Center CM: Simona Peña 202 W. Dawes Avenue Alton, TX 78572 Tel: 581-8854 Fax: 583-6016	**Edinburg IV H/S Center** CM: Estefana Barco 3215 Richardson Rd. Edinburg, TX 78539 Tel: 383-4730 Fax: 316-0432	**McAllen II H/S Center** CM: Martha DeLeon 1001 S. 16th McAllen, TX 78501 Tel 631-4240/630-9876 Fax: 682-5709	**Mission II H/S Center** CM: Estella Gonzalez 1105 East 8th Street Mission, TX 78572 Tel: 581-3635 Fax: 583-6218	**Progreso H/S Center** CM: Mario Rendon 1901 W. Palm Ave Progresso, TX78579 Tel: 565-0107 Fax: 514-0317	**Weslaco III H/S Center** CM: Jesse Vela 1317 W. Expressway 83 Weslaco, TX 78596 Tel: 968-9751 Fax: 969-8668
Donna I H/S Center CM: Maria H. Najera 1402 Silver Avenue Donna, TX 78537 Tel: 464-2443 Fax:464-5373	**Edinburg V H/S Center** CM: Ana Villaurrutia 3500 E. F.M. 2812 Edinburg, TX 78539 Tel: 383-0665 Fax: 383-2760	**McAllen IV H/S Center** CM: Imelda Vela 3900 South Ware Rd McAllen, TX 78501 Tel: 318-3797/687-3665 Fax: 618-1256	**Mission III H/S Center** CM: Diana Mireles 3401 North Mayberry Mission, TX 78572 Tel: 580-9709 Fax: 581-3252	**San Carlos H/S Center** CM: Irma Gonzalez 134 Norh 86 San Carlos, TX 78539 Tel: 381-9119 Fax: 381-9307	**Western RD H/S Center** CM: Petra Martinez 8245 E. Poinsetta Dr. Mission, TX 78573 Tel: 583-9700 Fax: 581-8155
Donna II H/S Center CM: Eduarda Perez 1715 Miller Avenie Donna, TX 78537 Tel: 464-2561 Fax: 461-3830	**Elsa H/S Center** CM: Alicia Becerra 700 Northwest Hidalgo Elsa, TX 78543 Tel: 262-4542 Fax: 262-3644	**McAllen V H/S Center** CM: Leonor Ruiz 1200 North 25th St McAllen, TX 78501 Tel: 928-1396 Fax: 994-8292	**Mission IV H/S Center** CM: Diana Anzaldua 301 South Inspiration Mission, TX 78574 Tel: 581-6409/581-6453 Fax: 581-1835	**San Juan I H/S Center** CM: Veronica Garcia 200 North Cougar San Juan, TX 78589 Tel: 787-4358 Fax: 787-8265	**Administration Office** 1901 W. State hwy 107 McAllen, TX 78504 Tel: 383-0706 Fax: 380-2588
Donna IV H/S Center CM: Eduarda Perez 202 West South Avenue Donna, TX 78537 Tel: 461-2699 Fax: 461-3245	**Hidalgo H/S Center** CM: Delia Martinez 607 South 5th St. Hidalgo, TX 78557 Tel: 843-8361/843-6321 Fax: 843-6739	**McAllen VI H/S Center** CM: Leticia Rodriguez 2601 Sarah Avenue McAllen, TX 78502 Tel: 683-8166/683-0492 Fax: 683-1966	**Monte Alto H/S Center** CM: Alicia Becerra 25249 1st Street Monte Alto, TX 78538 Tel: 262-4591 Fax: 262-9229	**San Juan I H/S Center** CM: Veronica Garcia 200 North Cougar San Juan, TX 78589 Tel: 787-4358 Fax: 787-8265	**Edcouch Kitchen** HC: Bertha Hernandez W. Hwy 107 & Mile 4 North Edcouch, TX 78538 Tel: 262-2552/262-9867 Fax: 262-5284
Edcouch H/S Center CM: Alejandra Perez W. Hwy. 107 & Mile 4 North Edcouch, TX 78538 Tel: 262-4552 Fax: 262-7527	**La Herencia H/S Center** CM: Olga Rubio RR 3 Box 3059 Mercedes, TX 78570 Tel: 514-4828 Fax: 514-4917	**Vine Terrace H/S Center** CM: Ludivina Almaguer 2220 (B) North 27th St McAllen, TX 78501 Tel: 687-9437 Fax: 630-4707	**Palmview I H/S Center** CM: Cynthia Gonzalez 501 Palmview Commercial Dr. Palmview, TX 78572 Tel: 580-1394/580-6965 Fax: 519-7373	**San Juan II H/S Center** CM: Norma Donova 601 Earling Rd. San Juan, TX 78589 Tel: 782-1056 Fax: 781-9022	**Mission Kitchen** HC: Susana Garcia 1208 Paula Dr. Mission, TX 78572 Tel: 581-7415 581-1980 Fax: 581-0020
Edinburg I H/S Center CM: Maria Salinas 225 South 25th St Edinburg, TX 78539 Tel: 383-3922/383-0931 Fax: 383-0823	**La Joya H/S Center** CM: Marissa Guerra 105 E. 5th & Leo Avenue La Joya, TX 78560 Tel: 581-2022/581-1372 Fax: 584-7298	**Mercedes I H/S Center** CM: Luisa Barrera 1100 W. Expressway 83 Mercedes, TX 78570 Tel: 565-5062 Fax: 514-1163	**Palmview II H/S Center** CM: Beatriz Niño 618 Breyfogle Rd. Mission, TX 78572 Tel: 583-4435/583-4413 Fax: 584-3178	**UTPA H/S CENTER** C.M: Maria Gutierrez 1201 W. University Dr. College of Edinburg, TX 78539 Phone#381-2465 Fax#381-2466	
Edinburg II H/S Center CM: Maria D.Gutierrez 1200 North 1st Street Edinburg, TX 78539 Tel: 380-1088/289-1966 Fax: 287-9321	**Las Milpas I H/S Center** CM: Virginia Montañez 714 Zapata Avenue Pharr, TX 78577 Tel: 483-1723783-1723 Fax: 781-2696	**Mercedes II H/S Center** CM: Olga Rubio 3601 East Mile 8th North Mercedes, TX 78570 Tel: 514-5492 Fax: 514-1247	**Palmview III H/S Center** CM: Ana Cedillo 1208 N. Paula Mission, TX 78572 Tel: 584-3860 Fas: 584-3857	**Weslaco I H/S Center** CM: Natalia Salas 310 N. Kansas Street Weslaco, TX 78596 Tel: 968-3886 Fax: 969-8116	

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"PLUMBING REPAIR"

EXHIBIT "C"

INSURANCE REQUIREMENTS

EXHIBIT "C"

Insurance Requirements
Professional Services

The proposer/applicant 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. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five hundred thousand ($500,000.00) per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $500,000.00) arising out of the services provided to County hereunder;

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

5. Workers compensation insurance in amounts established by Texas law, unless the respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County Head Start Program will only accept certificates of insurance on an Acord form. Certificates of insurance naming Hidalgo County Head Start Program as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I, _____, authorized representative for_____,
Company/Ven-dor
hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- o will be acquired within 10 days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Procurement Department in order to qualify for award of bid and to execute a contract between our Company and the County.)

- o will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court: currently carry the following:

  Automobile Liability: $_____General Liability: $_____.

  (*An insurance certificate for the required insurance limits shall be provided to the Procurement Department in order to qualify for award of bid and to execute a contract between our Company and the County.) **OR**

- o have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

NOTICE TO BIDDER: Failure to provide Certificates of Insurance at Purchasing Department will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQURIEMENTS 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 Head Start Program 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

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"AIR CONDITIONING MAINTENANCE & REPAIR"

EXHIBIT "D"

CONFLICT OF INTEREST

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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 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 doing business with local governmental entity.

2 ☐ Check this box if you are filling 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 additonal 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 government entity?

☐ Yes ☐ No

C. Is the filer of the 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

REQUEST FOR BIDS

“AIR CONDITIONING MAINTENANCE & REPAIR”

EXHIBIT E

PROPOSER’S AFFIDAVIT

EXHIBIT "E"

PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: _____

Subscribed and sworn to before me this _____day of _____, 2011.

_____

Notary Public

My Commission expires: _____, 2011

HIDALGO COUNTYHEAD START PROGRAM
Bidder/Vendor Application

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Program Procurement Department.

Company Name **Telephone No. ( )**
Mailing Address **Fax No. ( )**
City, State, Zip **Tax I.D. No.**
Remit to Address **City, State, Zip**
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ LLC _____ Other, Specify **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker_____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** · Less than 125,000 annual gross receipt · Black American · Native American · Less than 250,000 annual gross receipt · Hispanic American · Women · Less than 499,000 annual gross receipt · Asian Pacific American · Other · More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?: · Yes · No** **Indicate Certification No.(s): _____ or are Certificate(s) attached?: · Yes · No**
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?: · Yes · No**

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 Hidalgo County Head Start Program 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?: · State General Services 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 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): · State General Services 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): · State General Services 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): · State General Services Commission · Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )_____Subcontract Amount: $_____ Description of Work to be Performed:

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

Company Name: _____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

DRAFT

CONTRACT FOR SERVICES
BID # C-11-XXX-XX-XX

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the 1st day of September 2011 by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and_____. (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year upon mutual agreement based on the same terms by the parties and terminating the 31st day of August 2012.

WITNESSETH:

WHEREAS, Program requires certain services which Provider is able to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be used for the provision of services the Program; and

WHEREAS, Program desires the services and repairs to be provided by the Provider; and

WHEREAS, the Provider will service and repair on the terms and conditions

hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agree as follows:

A. 1. Provider represents that he is licensed by the State of Texas and qualified to perform and execute services provided in the Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated and Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records that are designated, required or prescribed by the Program federal grantor agency or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit or inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any time. The Provider 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 Program.

3. As consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program shall submit a requisition for payment of said services in the customary manner provided for payments utilized by the Program. The Provider shall be

compensated based on the Program's fee schedule, a copy of which is attached As Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that he is an independent provider and is not an employee of the Program, Hidalgo County, Texas, or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of the Program, Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. The Program and the Provider 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. Proper notice will be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

OR

_____
_____
_____

6. Provider agrees to provide professional liability, premises liability and auto liability insurance (if providing transportation to the Head Start children) covering his and his employee's activities in the services for the Program in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act,

§101.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish the Program a certificate issued by the insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or right under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold the Program and the County of Hidalgo, its employee's, officers and agent harmless from any and all claims, actions, liability, and expenses

including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim or (action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure was Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim or action.

D. 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 performance in Hidalgo County, Texas.

E. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2012) of the Contract period at the same rate and terms. A thirty (30) day written notice of intention to extend will be provided prior to expiration by Hidalgo County Head Start Program.

G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above.

EXECUTED as of the day and year first written above.

PROVIDER:

By: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY HEAD START PROGRAM

By: _____
Ramon Garcia, County Judge

By: _____
Teresa Flores, Executive Director

ATTEST:

By: _____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

Form **W-9**
(Rev. January 2006)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
___ - ___ - ____

or

Employer identification number
__ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

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.

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.

Lawn Care

Bid No: 2011-005-04-29 Lawn Care Services	Procurement Director: Ambrosio Tovar	Tel. No: (956) 380-4149

REQUEST FOR BIDS

Hidalgo County Head Start Program
McAllen, Texas

LAWN CARE SERVICES BID #2011-005-04-29
FOR
HIDALGO COUNTY HEAD START PROGRAM

March 29, 2011

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 W. State Hwy 107
McAllen, TX 78504
956-380-4149

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY HEAD START PROGRAM
"LAWN CARE SERVICES BID #2011-005-04-29
for Hidalgo County Head Start Program

1. Request for Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 6 pages.
3. Specifications, Exhibit A, consisting of 5 pages.
4. Hidalgo County Head Start Program & Center Roster/Sign-In, Exhibit B consisting of 3 pages.
5. Insurance Requirements, Exhibit C, consisting of 3 pages.
6. Conflict of Interest Questionnaire, Exhibit D, consisting of 3 pages.
7. Proposer's Affidavit, Exhibit E, consisting of 1 page.
8. Bid Page consisting of 1 page
9. Bidder/Vendor Application, consisting of 1 page.
10. Historically Underutilized Business (HUB) Declaration, consisting of 1 page.
11. Certification Regarding Debarment, Suspension consisting of 1 page.
12. Bid Tabulation Sheet consisting of 1 page.
13. Draft Contract consisting of 6 pages.
14. W-9 Form (Request for Taxpayer ID) consisting of 4 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 Procurement Department by calling (956) 380-4149, to advise of missing documentation, and Procurement will forward information either through facsimile or by U.S. Mail.

Thank you.

Ambrosio Tovar, Procurement Director March 29, 2011

March 29, 2011

Re: **HIDALGO COUNTY HEAD START PROGRAM**
REQUEST FOR BIDS (RFB)
"LAWN CARE SERVICES"
BID № 2011-005-04-29

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for you review and consideration.

Hidalgo County Head Start Program welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Procurement Department 956-380-4149.

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

LEGAL NOTICE

Bid No: 2011-005-04-29

1. Sealed bids will be received for **"LAWN CARE SERVICES" FOR HIDALGO COUNTY HEAD START PROGRAM** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth; Bidders guarantees products/services offered will meet, or exceed, the written specifications identified in the bid. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). All deviations from the specifications must be noted in writing, in detail, by the bidder at the time of submittal of the bid. Strong rationale must be presented for any deviation from the specifications. The absence of a written list of specification deviations will hold the bidder strictly accountable to the County to the specifications as written. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall bid. Any deviation from the specifications as written which the bidder did not previously submit prior to bid opening, as required, will be grounds for rejection of the materials/goods/services and/or equipment when delivered.

2. One (1) original and three (3) copies of bid are required with 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 enveloped and/or package, **"BID- LAWN CARE SERVICES" FOR HIDALGO COUNTY HEAD START PROGRAM** located 1901 West State Highway 107, McAllen, Texas, **on or before 2:00 p.m., on Friday April 29, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID 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 IN REFERENCE TO BID.** Hidalgo County Reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County. Hidalgo County Head Start Program will not be responsible for miss-sent or misplaced bids.

3. Hidalgo County Head Start Program 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.

   One or more vendors may be designated as approved "Primary" and/or "Secondary" vendors for purchases for this contract through the effective period of the award. In situations when purchasing from the Primary Vendor(s) is not in the best interest of the County (e.g., when vendor fails to meet established delivery schedules), departments may purchase from the Secondary Vendor(s)

   If a vendor is in default on an order, the County reserves the right to purchase the item in default and change the increase in price, if any, and coast of handling to the vendor. Failure to pay a damage assessment is cause for contract cancellation and/or suspension or removal of the vendor from the County's Centralized Master Bidders List (CMBL)

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County Head Start Program. Once a contract is awarded, no substitutions of products on the orders will be allowed without prior written consent from ordering department(s). Substitutions must be approved prior to shipment on a trial basis only, until original item(s) becomes available. Outstanding orders are not automatically amended by an approved substitution.

   Failure to the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Head Start may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise. The County may purchase on the open market any commodity reported by a vendor to be on back order when the resultant delivery time is unsatisfactory. Damage may be applicable in cases of a pattern of back orders. Back orders received after the delivery scheduled date will not be accepted.

5. For work to be performed at a Hidalgo County Head Start Program 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 Head Start Program. 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. A bid cannot be altered or amended after the bid opening date and time. Any alterations made before the opening date and time shall be initialed by the bidder or the bidder's authorized agent identified in the bid.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening. No bid can be withdrawn after the bid opening date and time without approval of County. All approvals shall be based upon an acceptable written reason for the action. Prices submitted for the bid must be current and in effect at the time of the bid opening and shall remain firm throughout the contract term, including any contract extensions. NO price increases are allowed. Vendors are required to implement immediately any price decreases, roll backs, etc. that may become available. The County must be notified in writing of any decreases for file updating purposes and notice to contract users.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the Hidalgo County Head Start Program Director or 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. Hidalgo County Head Start Program reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., Hidalgo County Head Start Program Prepaid.

12. Hidalgo County Head Start Program 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. Both unit prices and extensions must be submitted. In case of discrepancies, unit prices shall govern.

13. Funds for this procurement have been provided through the Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start 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 Hidalgo County Head Start which is payable out Purchases orders shall be generated by the Hidalgo County Head Start to the successful bidder(s). The purchase order number must appear on all itemized invoices, packing slips and delivery tickets. Hidalgo County Head Start will not be held responsible for nay orders placed/delivered without a valid, signed purchase order.

14. Upon award and prior to execution of a contract. Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Head Start Finance Department in order to establish an account with the Head Start Program. All awarded vendors must submit a complete W-9 and a copy of their Federal ID Number Certificate.

15. POST AWARD PRODUCTS DELIVERY INSTRUCTIONS:

- Materials and supplies must be shipped within 72 hours from arrival of purchase order.

- Deliveries shall be accepted between 8:00 AM, Monday-Friday, unless prior approvals for after-hours deliveries have been obtained from respective department(s) contact person(s) before delivery will be accepted, unless other delivery arrangements have been made.

. At least seventy tow (72) hours prior notice of delivery must be given to, Ambrosio Tovar, Procurement Director before delivery will be accepted, unless other delivery arrangements have been made.

Deliveries not made within delivery schedule shall be considered delinquent. Delinquent orders shall constitute a breach of contract. The vendor must notify the requesting department of orders that exceed the delivery schedule to either cancel the order or extend the delivery schedule for that order.

At least seventy-two (72) hours prior to notice of a foreseen delivery delay shall also be given to appropriate departments(s) contact person(s). The County has the right to extend the delivery date if reasons appear valid. The vendor must keep the County advised at all times of the status of the order(s). If the vendor has orders in their possession which have not been completed within the specified delivery time, the Head Start Program reserves the right to withhold issuances of further orders until all orders have been filled and acceptable assurance has been given that the event will not be repeated.

For items not in stock at the time of order, vendor is to contact respective department(s) for approval, or cancellation, of a delivery time and date.

The Head Start Program reserves the right to pick up orders during emergency situations.

If you need additional information contact information will be provided upon contract award.

16. BILLING AND PAYMENT INSTRUCTIONS:
All vendors doing business with the Head Start Program must have on file a Form W-9, Request for Taxpayer Identification Number and Certifications. A copy of this form is included for your use and is to be submitted with your bid, if not on file.

Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official (signed delivery tickets)
c) Purchase Order Number (if any)
d) Notation- "HIDALGO COUNTY HEAD START PROGRAM"
e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

Vehicle title paperwork must be properly filled out and provided at time of delivery.
The following documentation must be included:

a) Certificate of Origin (signed title, if used vehicle purchase)
b) Application for Texas Certificate Of Title (Form 130-U)
c) Odometer Disclosure Statement

Discount payment will be considered when offered. Price decreases are acceptable. Volume discount on products are acceptable by Hidalgo County Head Start Program. The Hidalgo County Head Start Program reserves the right to negotiate the price of any product listed in the catalog when large quantities are requested by a user department.

Contract person for Billing and Payment questions:

Attn: Hidalgo County Head Start Program
Elma Keller Finance Department
1901 W. State Hwy 107
McAllen, TX. 78504
(956) 383-0706

17. Schedule of Events

Bid Opening, 3:00 P.M.	April 29, 2011
Project Award of Contract or Issuance of Purchase Order	
Project Commence Work or Deliver Products	

18. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any 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 Hidalgo County Head Start Program.

. 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.

19. 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 Head Start Program (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 Hidalgo County Head Start Program. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County Head Start Program 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 Head Start Program 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 Head Start Program office located at 1901 W. State Hwy 107 McAllen, TX 7804 – Head Start Program
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services. Vendor must provide, at no cost, at least one (1) copy of any applicable Material Safety Data Sheets (MSDS) with each shipment during the term of the contract. If OSHA or Federal or State laws provide for additional requirements are in addition to the MSDS requirement. All items must meet all applicable OSKA standards and regulations and all electrical items must bear the appropriate listing form UL, FMRC, or NEMA.

20. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period. 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.

21. Successful bidder will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program 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.

22. 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 Hidalgo County Head Start Program in the event of breach or default by successful bidder; Hidalgo County Head Start Program 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.

23. 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.

24. 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 Head Start Program, Texas.

25. 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 Hidalgo County Head Start Program.

Bid

"LAWN CARE SERVICE BID #2011-005-04-29
FOR HIDALGO COUNTY HEAD START PROGRAM"

March 29, 2011

To: Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 West State Highway 107
McAllen, TX 78504

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 Head Start Program 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 Head Start Program reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

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

Respectfully submitted,

Bidder:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"LAWN CARE SERVICES"

EXHIBIT "A"

SPECIFICATIONS

HIDALGO COUNTY HEAD START PROGRAM

SPECIFICATIONS FOR LAWN CARE:

OBJECTIVE:

The objective of this contract is to provide full service for all **"Lawn Care Services"** for Hidalgo County Head Start Program at the facilities listed herein. Work performed shall be in accordance with commercial practice. Contractor understands and agrees that they will supply all equipment and furnish all labor, materials and supplies necessary to complete this contract.

The Hidalgo County Head Start Program is requesting sealed bids for **LAWN CARE SERVICES for** a period of one (1) year with the option to extend for an additional ninety (90) day Grace period at the end of the contract for unforeseen delays.

The following work is required:

1. Awarded Vendor shall perform services in Hidalgo County as per attached list.(EXHIBIT "B")

2. Awarded Vendor shall furnish all equipment (trucks, trailers mowers, trimmers, and blowers), labor, materials, tools, permits, all required insurances and fees required to provide satisfactory service. All equipment to be used for this service must be up to date with all safety regulations and inspections for **safety precautions**.

3. Service provided shall be on a bi-weekly basis.

4. Any kind of litter/debris/objects must be removed and properly disposed from lawn and plants, by awarded vendor before mowing is initiated for **safety precautions**. Sweeping/Blowing of mowed grass/weeds must be initiated immediately after mowing has been completed for **safety precautions.**

5. Lawn Care Company shall mow lawn(s) trim around sidewalks, trees, plants, fencing perimeter and around building perimeter-Monday through Friday, between the hours of 8:00 a.m. to 5:00 p.m. unless otherwise requested by the Hidalgo County Head Start Program.

6. Any extra Lawn Care Service such as trimming hedges, trees, and/or turning soil will require prior authorization from Procurement Department before any such services are conducted.

7. The Awarded Vendor representative shall sign in (Exhibit "B") Center Roster Sign-In. The report shall contain the date of (1) service, (2) arrival and departure time, (3) name of facility, and (4) staff signature. The report shall be brought or sent in to the Hidalgo County Head Start Program-Administration Office, 1901 West State Highway 107, McAllen, TX.

8. Any and all damages to property belonging to staff or Head Start done while working at the Head Start sites will be reported to the center manager or designee. (i.e., broken windows, dents to automobiles, fence)Copy of the all required Insurances must accompany proposal. (EXHIBIT "C")

9. Service Contract shall begin on September 1, 2011 through August 31, 2012 (EXHIBIT "D").

BILLING SPECIFACTIONS:

All Invoices must be submitted to the Field Operations Department on a MONTHLY basis. The following information must be listed on the submitted invoice.

1) Center Location
2) Date
3) Description of service being performed
4) Purchase Order
5) Confirmation Signature from Center Director

ACCESS TO LAWNS:

Field Operations Director or designated representative of Hidalgo County Head Start Program Field Operations Director shall establish mutually agreeable schedule for performance of routine service, schedule of normal operating hours, points of access, and other information necessary to insure optimum convenience to all concerned.

LETTERS OF RECOMMENDATION:

Bidder must submit three letters of recommendation (example: schools, cafeterias, day cares, or other government entities) on services provided to any of the entities mentioned above. Original letters must be included in bid package, no copies will be accepted.

LOCATIONS:

SEE ATTACHED LIST (EXHIBIT B), OF HIDALGO COUNTY HEAD START PROGRAM CENTER LOCATIONS

GRACE PERIOD OPTION:

Hidalgo County Head Start Program reserves the right to continue this bid for an additional ninety (90) days Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

INSPECTION AND ACCEPTANCE:

The Hidalgo County Head Start Program Field Operations Director, or its designated representative for each department, is hereby designated to participate in the administration of this contract to insure contractor's compliance with its technical requirements, including inspection and acceptance of the services for the Hidalgo County Head Start Program the performance site.

TERM:

The initial term of these contracts will be for one (1) year from date of award. The Hidalgo County Head Start Program may terminate the contracts upon ninety (90) days advance written notice to contractors.

SUBCONTRACTING:

The vendor awarded the contract shall not engage the service of a subcontractor without prior written consent of Hidalgo County Head Start Program. When requesting consent from Hidalgo County Head Start Program for the retention of a subcontractor to perform services, hereunder, the successful bidders must present evidence that the proposed subcontractor possesses all necessary licenses and permits to perform the services described herein, and that the subcontractor and the successful vendor have obtained the required insurance coverage and policies as required by Hidalgo County Head Start Program. Payment to subcontractor must be made by vendors.

RESPONSIBILITY OF CONTRACTOR:

a) The vendor awarded the contract shall present evidence, that vendor possesses all necessary licenses and permits to perform the services described herein, and that the successful vendor has obtained the required insurance coverage and policies as required by Hidalgo County Head Start Program. Termination, suspension or revocation of required licenses or permits are grounds for immediate termination of any awarded contract.

b) Interested vendors must have the capabilities to address two or more jobs at one time.

NEW SITES:

The contracts will not automatically entitle vendors to any rights for any new buildings which may be acquired during the contract term.

AWARD:

Hidalgo County Head Start Program reserves the right to award the bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"LAWN CARE SERVICES"

EXHIBIT "B"

CENTER DIRECTORY

Exhibit "B"

Head Start Center Directory

ALAMO H/S CENTER C.M.: ENEDELIA FRICKS 303 South 7th Alamo, TX 78516 Phone #: 787-4318 Fax #: 283-0573	**ALTON H/S CENTER** C. M.: SIMONA PENA 202 W. Dawes Ave. Mission, TX 78572 Phone #: 581-8854 Fax #: 583-6016	**DONNA I H/S CENTER** C.M.: MARIA H. NAJERA 1402 Silver Ave. Donna, TX 78537 Phone #: 464-2443 Fax #: 464-5373	**EDCOUCH H/S CENTER** C.M.: ALEJANDRA PEREZ W. Hwy 107 and Mile 4 N Edcouch, TX 78538 Phone #: 262-4552 Fax #: 262-7527	**EDINBURG IV H/S CENTER** C.M.: ESTEFANA BARCO 3215 Richardson Rd. Edinburg, TX 78539 Phone #: 383-4730 Fax #: 316-0432
EDINBURG V H/S CENTER C.M.: ANA VILLAURRUTIA 3500 E. F.M. 2812 Edinburg, TX 78539 Phone #: 383-0665 Fax: 383-2760	**ELSA H/S CENTER** C.M.: ALICIA BECERRA 700 Northwest Hidalgo Elsa, TX 78543 Phone #: 262-4542 Fax #: 262-3644	**LA HERENCIA H/S CENTER** C.M.: OLGA RUBIO RR 3 Box 3059 Mercedes, TX 78570 Phone #: 514-4828 Fax #: 514-4917	**LA JOYA H/S CENTER** C.M.: MARISSA GUERRA 105 E. 5th & Leo Ave. La Joya, TX 78560 Phone #: 581-2022 Fax #: 584-7298	**LAS MILPAS I H/S CENTER** C.M.: VIRGINIA MONTANEZ 714 Zapata Ave. Pharr, TX 78577 Phone #: 783-1723 Fax #: 781-2696
LAS MILPAS II H/S CENTER C.M.: NOE HERNANDEZ 901 E. Thomas Pharr, TX 78577 Phone #: 787-6525 Phone #: 781-6309 Fax#: 787-6431	**MCALLEN IV H/S CENTER** C.M.: IMELDA VELA 3900 South Ware Rd McAllen, TX 78501 Phone#: 618-3797 Fax#: 618-1256	**MERCEDES I H/S CENTER** C.M.: LUISA BARRERA 1100 W. Expressway 83 Mercedes, TX 78570 Phone #: 565-5062 Fax #: 514-1163	**MISSION I H/S CENTER** C.M.: ZORAIDA GARCIA 115 Mayberry Mission, TX 78572 Phone #: 581-2031 Fax #: 585--7802	**MISSION II H/S CENTER** C.M:ESTELLA GONZALEZ 1105 East 8th St. Mission, TX 78572 Phone #: 581-3635 Fax #: 583-6218
MISSION IV H/S CENTER C.M.: DIANA ANZALDUA 301 South Inspiration Mission, TX 78574 Phone #: 581-6409 Fax#: 581-1835	**PALMVIEW I H/S CENTER** C.M.: CYNTHIA GONZALEZ 501 Palmview Commercial Dr. Mission, TX 78572 Phone #: 580-1394 Fax #: 519-7373	**PALMVIEW II H/S CENTER** C.M.: BEATRIZ NINO 618 Breyfogle Rd. Mission, TX 78572 Phone #: 583-4435 Fax #: 584-3178	**PALMVIEW III H/S CENTER** C.M.: Ana Cedillo 1208 Paula Dr. (rear) Mission, TX 78572 Phone #: 584-3860 Fax#: 584-3857	**SAN CARLOS H/S CENTER** C.M.: IRMA GONZALEZ 134 N. 86TH San Carlos, TX 78539 Phone #: 381-9119 Fax #: 381-9307
SULLIVAN CITY H/S CENTER C.M.: Mirta Trigo 379 E. Expressway 83 Sullivan City, TX 78595 Phone #: 485-2996 Fax #: 485-9597	**WESLACO II H/S CENTER** C.M.: NATALIA SALAS 3030 N. TEXAS BLVD Weslaco, TX 78596 Phone #: 969-3064 Fax #: 447-1789	**WESLACO III H/S CENTER** C.M.: JESSE VELA 1317 W. EXP 83 Weslaco, TX 78596 Phone #: 968-9751 Fax #: 969-8668	**WESTERN RD H/S CENTER** C.M.: PETRA MARTINEZ 8245 E. Poinsetta Dr. Mission, TX 78572 Phone #: 583-9700 Fax #: 581-8155	**ADMINISTRATION OFFICE** 1901 W. State Hwy 107 McAllen, TX 78504 P.O. Box 0117 Edinburg, TX 78540-0117 Phone #: 383-0706 Fax #: 380-2588

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"LAWN CARE SERVICES"

EXHIBIT "C"

INSURANCE REQUIREMENTS

EXHIBIT "C"

Insurance Requirements
Professional Services

The proposer/applicant 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. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five hundred thousand ($500,000.00) per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $500,000.00) arising out of the services provided to County hereunder;

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

5. Workers compensation insurance in amounts established by Texas law, unless the respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County Head Start Program will only accept certificates of insurance on an Acord form. Certificates of insurance naming Hidalgo County Head Start Program as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I, _____, authorized representative for_____,
Company/Vendor
hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Procurement Department in order to qualify for award of bid and to execute a contract between our Company and the County.)

- will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court: currently carry the following:

  Automobile Liability: $_____General Liability: $_____.

  (*An insurance certificate for the required insurance limits shall be provided to the Procurement Department in order to qualify for award of bid and to execute a contract between our Company and the County.) **OR**

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

NOTICE TO BIDDER: Failure to provide Certificates of Insurance at Purchasing Department will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQURIEMENTS 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 Head Start Program 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

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"LAWN CARE SERVICES"

EXHIBIT "D"

CONFLICT OF INTEREST

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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 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 doing business with local governmental entity.

2 ☐ Check this box if you are filling 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 additonal 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 government entity?

☐ Yes ☐ No

C. Is the filer of the 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

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "LAWN CARE SERVICES"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request fro Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was give.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: _____

Subscribed and sworn to before me this _____day of _____, 2011.

_____

Notary Public

My Commission expires: _____, 2011

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

“Lawn Care Services”

EXHIBIT E

PROJECT REQUIREMENT ACKNOWLEDGEMENT

Hidalgo County Head Start Program
LAWN CARE SERVICE
BID# 2011-005-04-29

BID PAGE

BID PRICE **MONTH** PER CENTER: _____
(Note: Mowing to be conducted two times a month per Center)

BIDDER'S NAME: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NUMBER: _____FAX NUMBER:_____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____DATE:_____

HIDALGO COUNTY HEAD START PROGRAM
Bidder/Vendor Application

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Program Procurement Department.

Company Name **Telephone No. ( )**
Mailing Address **Fax No. ( )**
City, State, Zip **Tax I.D. No.**
Remit to Address **City, State, Zip**
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ LLC _____ Other, Specify **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker_____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** ・Less than 125,000 annual gross receipt ・Black American ・Native American ・Less than 250,000 annual gross receipt ・Hispanic American ・Women ・Less than 499,000 annual gross receipt ・Asian Pacific American ・Other ・More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?: ・Yes ・No** **Indicate Certification No.(s): _____ or are Certificate(s) attached?: ・Yes ・No**
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?: ・Yes ・No**

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 Hidalgo County Head Start Program 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?: · State General Services 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 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): · State General Services 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): · State General Services 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): · State General Services Commission · Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )_____Subcontract Amount: $_____ Description of Work to be Performed:

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

Company Name: _____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
| | | | - | | | - | | | | |

or

Employer identification number
| | | - | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

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.

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.

DRAFT

CONTRACT FOR SERVICES
BID # C-11-XXX-XX-XX

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the 1st day of September 2011 by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and_____. (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year upon mutual agreement based on the same terms by the parties and terminating the 31st day of August 2012.

WITNESSETH:

WHEREAS, Program requires certain services which Provider is able to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be used for the provision of services the Program; and

WHEREAS, Program desires the services and repairs to be provided by the Provider; and

WHEREAS, the Provider will service and repair on the terms and conditions

hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agree as follows:

A. 1. Provider represents that he is licensed by the State of Texas and qualified to perform and execute services provided in the Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated and Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records that are designated, required or prescribed by the Program federal grantor agency or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit or inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any time. The Provider 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 Program.

3. As consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program shall submit a requisition for payment of said services in the customary manner

provided for payments utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached As Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that he is an independent provider and is not an employee of the Program, Hidalgo County, Texas, or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of the Program, Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. The Program and the Provider 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. Proper notice will be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

OR

6. Provider agrees to provide professional liability, premises liability and auto liability insurance (if providing transportation to the Head Start children) covering his and his employee's activities in the services for the Program in an amount not

less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish the Program a certificate issued by the insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or right under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold the Program and the County of Hidalgo, its employee's, officers and agent harmless from any and all claims, actions, liability, and expenses

including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim or (action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure was Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim or action.

D. 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 performance in Hidalgo County, Texas.

E. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2012) of the Contract period at the same rate and terms. A thirty (30) day written notice of intention to extend will be provided prior to expiration by Hidalgo County Head Start Program.

G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above.

EXECUTED as of the day and year first written above.

PROVIDER:

By: _____
(Business Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY HEAD START PROGRAM

By: _____
Ramon Garcia, County Judge

By: _____
Teresa Flores, Executive Director

ATTEST:

By: _____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

AI-25854 **14.B.**

Family Income and Priority Guidelines
CC REGULAR

Date:	03/28/2011
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval of Family Income Guidelines and Priority Guidelines for Selection and Enrollment for Program Year 2011-2012

BACKGROUND

Policy Council Approval: 03.23.11

Fiscal Impact

Attachments

Link: Income and Priority Guidelines

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/22/2011 07:34 AM	APRV
2	Roland Garcia	Rolando Garcia	03/23/2011 08:56 AM	APRV
3	Auditor's Office		03/25/2011 07:32 AM	NEW
Form Started By: Linda Galaviz			Started On: 03/21/2011 06:36 AM	
Final Approval Date: 03/25/2011				

Hidalgo County Head Start Program

Policy Council Agenda

DATE: March 23, 2011

SUBJECT: Discussion/Approval of Family Income Guidelines and Priority Guidelines for Selection and Enrollment for Program Year 2011-2012

RATIONALE/NEED: The Hidalgo County Head Start Program must comply with Federal Regulations regarding eligibility, recruitment, selection and enrollment. The poverty income guidelines are updated annually and must be incorporated into our selection process. Ref. CFR-45, 1305.6(a).

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Income and Priority Guidelines for Program Year 2011-2012

****

INITIATED BY: Irma Pena, Family Services Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Poverty Income Guidelines for Eligibility For Head Start Programs 2011 – 2012

Size of Family Unit	100% Poverty Income Guidelines	130% Poverty Income Guidelines
1	$10,890	$14,157
2	$14,710	$19,123
3	$18,530	$24,089
4	$22,350	$29,055
5	$26,170	$34,021
6	$29,990	$38,987
7	$33,810	$43,953
8	$37,630	$48,919
Add $3,820 for each additional family member		

Source: Federal Register / Vol. 74, No. 14 / Friday, January 20, 2011
Head Start Re-Authorization; P.L. 110-134, ACF-IM-HS-08-01.

Grantee Board Approval: Pending
Policy Council Approval: Pending

Hidalgo County Head Start Program
Priority Guidelines for Selection and Enrollment
Program Year 2011 – 2012

The Hidalgo County Head Start Program (HCHSP) does NOT deny anyone the right from applying regardless of race, sex, creed, color, national origin or disabling condition. The families of children applying for admittance to the HCHSP MUST meet income, age and other pertinent criteria. Final approval will be granted by the HCHSP Policy Council. Persons wishing to contest a denial for enrollment may do so by submitting their grievances or concerns in writing to the HCHSP Policy Council, at P.O. Box 0117, Edinburg, Texas 78540.

DEFINITIONS

Parent:	The term parent used in this document is defined as the biological parent or legal guardian.
Legal Guardian:	The term "legal guardian" means a person who is appointed guardian or a temporary guardian by the court, and has been awarded position of a minor child/ren in accordance with and is defined in **Texas Vernon's Civil Statute, Texas Probate Code Chapter XIII, Sec. 601et seq**.
Family:	The term family is defined as all persons living in the same household who are supported by the income of the parent(s) or guardian(s) of the child enrolling in the program and/or related to the parent(s) or guardian(s) by blood, marriage or adoption. **Ref 1305.2(e).**
Age:	A child must be at least (3) years old by **September 1, 2011** and is eligible **UNTIL** the child enters kindergarten to be eligible for services. **Ref: 1305.4(a) and 1305.6(b).**
Income:	To be eligible for Head Start services, a family must be income eligible within 100% of the poverty guidelines. **Ref: Federal Register / Vol. 74, No. 14, January 20, 2011.** Families may be eligible if their income is between 100% thru 130% of the poverty guidelines. **Ref: P.L. 110-134, ACF-IM-HS-08-01.**
Child with a Disability:	Children with disabilities must meet Head Start eligibility criteria for disability services. These children are required to be eligible for Special Education Programs by the Local Education Agencies/Public Schools. **Ref: 34 CFR §300.101 FAPE.**
Military Personnel	Only the **base pay** of active military personnel will be allocated to calculate the individual's income. **Head Start Reauthorization; P.L. 110-134, ACF-IM-HS-08-01.**
Full Day	Children that meet the applicable criteria and qualify for services will be provided with **FREE** services from 7:30 AM till 3:30 PM; Extended service hours up to 5:30 PM will be provided for those parents who work or attend school full time, and on the days their work/school schedule goes beyond 3:30 PM **Ref: 1306.3 (e).**
Selection:	The systematic process used to review all applications for Head Start services. The Priority Guidelines for Selection and Enrollment will identify those children in most need. **Ref: 1305.6 (a)**
Enrollment:	Children remain eligible the succeeding enrollment year, regardless of income, provided that they did not drop prior to the last day of school. **Ref: 1305.7 (c).** The Program may choose not to enroll a child when there is a change in the child's family income and there is a child with a greater need for Head Start Services. **Ref: 1305.7 (a).**
Waitlist:	A three (3) year old waiting list and a four (4) year old waiting list will be maintained at each Head Start Center. This will ensure that eligible children enter the program as vacancies occur and children are placed in age appropriate classrooms. **Ref: 1305.6(b); 1305.6(d); OHS – PC – I – 001 and OHS – PC – I – 024.**

Information required to apply and qualify for the Hidalgo County Head Start Program are:

- Child's Birth Certificate or Baptismal Certificate, and Social Security Number
- 2010 Income Tax Return & Appropriate W-2 Forms, Schedule C's, Schedule K's, etc.
- All Appropriate Child Support Information (Divorce Decree or State Attorney General's Office – Child Support Award Letter) for Parents Who are Single, Separated, or Divorced
- Medical Insurance Information, such as Medicaid, CHIPS, or Private Insurance
- All Appropriate Medical Information Regarding Children with Special Needs

Hidalgo County Head Start Program
Priority Rankings for Selection, Enrollment, and Waitlist
Program Year 2011 – 2012

Priority Ranking	*Criteria*
1	Children who are 3 or 4 years of age of families who are **HOMELESS**. ***Must be income eligible within 100% poverty guidelines.***
2	**FOSTER** children who are 3 or 4 years of age who are under the guardianship of Child Protective Services (Child's income only) ***Must be income eligible within the 100% poverty guidelines.***
3	Children who are 3 or 4 years old of age who are **DISABLED**. (These children are required to be eligible for Special Education Programs by the Local Education Agencies/Public Schools.) **Ref: 34 CFR §300.101 FAPE.** 10% of enrollment opportunities are available to children with disabilities. Once the program has met the 10% enrollment quota, children with disabilities and non-disabled children will compete equally based on need as described in Priority Rankings. **Ref: 1308.5(c)(4)** ***Must be income eligible within the 100% poverty guidelines.***
4	Children who are 3 and 4 years of age of families that receive **TANF or SSI** benefits. ***Must be income eligible within the 100% poverty guidelines.*** **Ref: 1305.2(l) and OHS-PC-I-016.**
5	Children who are 3 and 4 years of age, whose **parent(s) are disabled or elderly (60+ yrs.)** ***Must be income eligible within the 100% poverty guidelines.***
6	Children who are 3 or 4 years of age of **single parents** who work full time, or are full time students or are in training for 30+ hours. ***Must be income eligible within the 100% poverty guidelines.***
7	Children who are 3 or 4 years of age of a **two parents household**, who both work full time, or full time students or are in training for 30+ hours. ***Must be income eligible within the 100% poverty guidelines.***
8	Children who are 3 or 4 years of age of **single parents** who are unemployed. ***Must be income eligible within the 100% poverty guidelines.***
9	Children who are 3 or 4 years of age of **two parents household** where one parent is employed, in school, or in training and the other is unemployed. ***Must be income eligible within the 100% poverty guidelines.***
10	Children who are 3 or 4 years of age to **two parent household**, where both parents are unemployed. ***Must be income eligible within the 100% poverty guidelines.***
11	Children who are 3 or 4 years of age whose ***families' income is between 100% thru 130% of the poverty guidelines.***

AI-25645 **15.A.**

WIC Payment of claims/invoices
CC REGULAR

Date: 03/28/2011
Submitted By: Margarita Gonzalez, WIC
Submitted For: Norma L. Longoria, WIC Director
Department: WIC
Agenda Category: WIC

Information

CAPTION

Requesting approval of claims/invoices with authority for the County Treasurer to issue payment/check after review, audit, and processing procedures are completed by the County Auditor:

Invoice Date	Vendor	Invoice#	Amount
10-21-10	Ikon Office Solutions	5015275060	$504.52
11-20-10	Ikon Office Solution	5015472134	$301.37
10-26-10	Digital Office Solutions	111008	$180.00
11-19-10	Digital Office Solutions	111699	$180.00

BACKGROUND

Requisitions were submitted, and as per the Purchasing Department, they could not be processed because service agreement had expired for both vendors. On the Ikon Solutions for copier Canon IR5000, since copier is 7 years old, service agreement was on an automatic rollover, and did not provide us with a current service agreement. The service agreement for the Royal Copystar RI-5230 from Digital Office, as per vendor stated that the contract is renewed automatically and no service agreement had been provided by vendor. Was explained to both vendor's that a new service agreement has to be in place and needs to be approved by CC. and Purchase Order has to be in place, before any services are done.

1.1292.441.00.350.001.1.432

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1292-441-00-350-001-1-432
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funds available as of 3/23/11 $5,443.35.

Attachments

Link: Digital Invoice's
Link: Ikon Invoice# 5015472134
Link: Ikon Invoice# 5015275060

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Budget & Management	Erika Zamora	03/22/2011 07:33 AM	APRV
2	Erika Zamora	Erika Zamora	03/23/2011 12:25 PM	APRV
3	Auditor's Office		03/25/2011 07:32 AM	NEW

Form Started By: Margarita Gonzalez Started On: 03/08/2011 05:04 PM

Final Approval Date: 03/25/2011

Invoice # 111008

DIGITAL OFFICE SYSTEMS
4800 W EXPRESSWAY 83
McALLEN TX 78501

956-630-1877
956-683-9565

Sold To: 5117993
HIDALGO COUNTY WIC PROGRAM
3105 W. UNIVERSITY DRIVE
EDINBURG TX 78539

Ship To:
3105 W. UNIVERSITY DRIVE
EDINBURG TX 78539

Salesrep
Terms

Purchase Order # 625913
Invoice Date 10/26/2010

Description	Price
Your PO # 625913	
Ri-5230 ROYAL COPYSTAR	
Serial Number 37001633	
ID Number 02267	
COST PER COPY AGREEMENT-FULL COVERAGE	
Base Billing Is Monthly	
Base Charge Thru 10/6/2010	180.00
Base Allowance is 12000 Clicks per Month	
Current Reading 10/6/2010 538317	
Previous Reading 9/6/2010 533428	
Clicks Produced 4889	
Less Allowance 4889	

Subtotal	180.00
Sales Tax	
Total Due	**180.00**

Invoice # 111699

DIGITAL OFFICE SYSTEMS
4800 W EXPRESSWAY 83
McALLEN TX 78501

956-630-1877
956-683-9565

Sold To: 5117993
HIDALGO COUNTY WIC PROGRAM
3105 W. UNIVERSITY DRIVE
EDINBURG TX 78539

Ship To:
3105 W. UNIVERSITY DRIVE
EDINBURG TX 78539

Salesrep
Terms

Purchase Order # 625913
Invoice Date 11/19/2010

Description		Price
Your PO # 625913		
Ri-5230 ROYAL COPYSTAR		
Serial Number 37001633		
ID Number 02267		
COST PER COPY AGREEMENT-FULL COVERAGE		
Base Billing Is Monthly		
Base Charge Thru 11/6/2010		180.00
Base Allowance is 12000 Clicks per Month		
Current Reading 11/6/2010	543206	
Previous Reading 10/6/2010	538317	
Clicks Produced	4889	
Less Allowance	4889	

Subtotal	180.00
Sales Tax	
Total Due	**180.00**

INVOICE

IKON Office Solutions
810-820 Gears Road
Houston TX 77067
www.IKON.com
Return Service Requested

RECEIVED
NOV 29 2010

IKON Document Efficiency At Work.®
A RICOH COMPANY

Customer No. : 2158478

Invoice No. :5015472134
Invoice Date:20-Nov-10
Terms :10 NET
P O No. :515081
Contract No.:619440
Modifier :-
Federal Id :23-0334400

7686

ATTN: ACCOUNTS PAYABLE
STX HIDALGO CNTY WIC DEPT
3105 W STATE HIGHWAY 107
EDINBURG TX 78539-9406

For any questions, please call 1-888-456-6457. We appreciate your business.

This is a summary of all charges on the invoice.
Please refer to supporting pages for details.

Regular Bill

Subtotal :	301.37
Sales Taxes :	0.00
Total Amount Due :	**301.37**

Important: Detach and Return This Portion With Your Payment

To ensure proper credit to your account, please write your customer and invoice number on your check.

☐ Address correction requested. (Please complete reverse side)

STX HIDALGO CNTY WIC DEPT
3105 W STATE HIGHWAY 107
EDINBURG TX 78539-9406

INV# : 5015472134
CUST# : 2158478

Make check payable and remit to:

IKON OFFICE SOLUTIONS
PO BOX 660342
DALLAS TX 75266-0342

Total Amount Due:

301.37

Thank you for choosing IKON Office Solutions.

00 00501547213 42 00021584784 00000301374 000000000 000000000

MAINTENANCE AGREEMENT SUPPORT

IKON Document Efficiency At Work.®
A RICOH COMPANY

Customer No. : 2158478

STX HIDALGO CNTY WIC DEPT
3105 W STATE HIGHWAY 107
EDINBURG TX 78539-9406

Contract No. :619440
Modifier :-

Invoice No. : 5015472134
Invoice Date : 20-Nov-10
PO No. : 515081

Dept/Cost Ctr Acct Code	Equipment ID/Description Mfg/Config Serial/Location	Service Offering / Period Beg Meter /Date	End Meter /Date	Total Images	Images Allowed	Overage Images/Rate	Charges	Sales Taxes	Total Charges
-	10194645	**Base Charges: 8X5X4 SILVER**			21-Nov-10 to 20-Dec-10		285.95		
-	CANON, IR5000	2,455,816	2,482,275	26,459	25,000	1,459			
-	MPL52573/C14001390	20-Oct-10	20-Nov-10	TOTAL METER		@.01057	15.42		
								0.00	301.37
	8-5 FRONT OFFICE STX HIDALGO CNTY WIC DEPT 3105 W STATE HIGHWAY 107 EDINBURG TX 78539-9406								
		Subtotal: -					**301.37**	**0.00**	**301.37**
		Total					**301.37**	**0.00**	**301.37**

INVOICE

IKON Office Solutions
810-820 Gears Road
Houston TX 77067
www.IKON.com
Return Service Requested

IKON Document Efficiency At Work.®
A RICOH COMPANY

Customer No. : 2158478

Invoice No. :5015275060
Invoice Date:21-Oct-10
Terms :10 NET
P O No. :515081
Contract No.:619440
Modifier :-
Federal Id :23-0334400

4741

ATTN: ACCOUNTS PAYABLE
STX HIDALGO CNTY WIC DEPT
3105 W STATE HIGHWAY 107
EDINBURG TX 78539-9406

For any questions, please call 1-888-456-6457. We appreciate your business.

This is a summary of all charges on the invoice.
Please refer to supporting pages for details.

Regular Bill	Subtotal :	504.52
	Sales Taxes :	0.00
	Total Amount Due :	**504.52**

Important: Detach and Return This Portion With Your Payment

To ensure proper credit to your account, please write your customer and invoice number on your check.

☐ Address correction requested. (Please complete reverse side)

STX HIDALGO CNTY WIC DEPT
3105 W STATE HIGHWAY 107
EDINBURG TX 78539-9406

INV# : 5015275060
CUST# : 2158478

Make check payable and remit to:

IKON OFFICE SOLUTIONS
PO BOX 660342
DALLAS TX 75266-0342

Total Amount Due:

504.52

Thank you for choosing IKON Office Solutions.

00 00501527506O7 00021584784 00000504522 000000000 000000000

MAINTENANCE AGREEMENT SUPPORT

IKON Document Efficiency At Work.® A RICOH COMPANY

Customer No. : 2158478

STX HIDALGO CNTY WIC DEPT
3105 W STATE HIGHWAY 107
EDINBURG TX 78539-9406

Contract No. :619440
Modifier :-

Invoice No. : 5015275060
Invoice Date : 21-Oct-10
PO No. : 515081

Dept/Cost Ctr Acct Code	Equipment ID/Description Mfg/Config Serial/Location	Service Offering / Period Beg Meter /Date	End Meter /Date	Total Images	Images Allowed	Overage Images/Rate	Charges	Sales Taxes	Total Charges
-	10194645	**Base Charges: 8X5X4 SILVER**			21-Oct-10 to 20-Nov-10		285.95		
-	CANON, IR5000	2,410,138	2,455,816	45,678	25,000	20,678			
-	MPL52573/C14001390	10-Sep-10	20-Oct-10	TOTAL METER		@.01057	218.57		
								0.00	504.52
	8-5 FRONT OFFICE STX HIDALGO CNTY WIC DEPT 3105 W STATE HIGHWAY 107 EDINBURG TX 78539-9406								
			Subtotal: -				**504.52**	**0.00**	**504.52**
			Total				**504.52**	**0.00**	**504.52**

AI-25902 **16.A.**

Pro Rata Tobacco Settlement Distribution County Expenditure Statement - 2011

CC REGULAR

Date:	03/28/2011
Submitted By:	Maria Medina, AUDITOR'S OFFICE
Submitted For:	Ray Eufracio
Department:	AUDITOR'S OFFICE
Agenda Category:	Auditor's Office
Sub-category:	Auditor's Office

Information

CAPTION

Requesting approval to submit the "Pro Rata Tobacco Settlement Distribution County Expenditure Statement - 2011" to the Department of State Health Services; and, authorizing County Judge to execute the report.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: Statement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/23/2011 11:55 AM	APRV
2	Erika Zamora	Erika Zamora	03/24/2011 02:03 PM	APRV
3	Auditor's Office		03/25/2011 07:32 AM	NEW

Form Started By: Maria Medina — Started On: 03/23/2011 08:24 AM

Final Approval Date: 03/25/2011

Pro Rata Tobacco Settlement Distribution

County Expenditure Statement - 2011

Ray Eufracio, CPA
County Auditor

Table of Contents

A. Pro Rata Tobacco Settlement Distribution County Expenditures Statement – 2011

B. Unreimbursed Jail Health Care (Base numbers for expenditure category B)

C. Additional Unreimbursed Personal Health Care Services Provided to the General Public (Base numbers for expenditure category C)

D. Certifications

A. PRO RATA TOBACCO SETTLEMENT DISTRIBUTION COUNTY EXPENDITURE STATEMENT – 2011

TOTAL ALLOWABLE EXPENDITURES = $19,913,615.02

PRO RATA TOBACCO SETTLEMENT DISTRIBUTION
COUNTY EXPENDITURE STATEMENT - 2011

Name of County: Hidalgo County, Texas

Provide the **calendar year 2010 unreimbursed health care expenditures** for your county within the categories designated below. The Agreement Regarding Disposition of Settlement Proceeds states that these expenditures shall be calculated as follows:

> " The total annual unreimbursed health care expenditures for a county not wholly located within hospital district are defined as all unreimbursed amounts, including unreimbursed jail health care, expended by such county for health care services to the general public during that year plus 15% of the total."

Allowable Expenditure Categories

A. County indigent health care services:	$ 1,281,653.91
B. [1]Unreimbursed jail health care:	$ 1,689,674.04
C. [2]Additional unreimbursed personal health care services provided to the general public: (The total in this category must match the total identified on page 4 of this statement titled Attachment-County Expenditures Statement-2010.)	$ 14,344,859.02
D. [3]Other allowable expenditures: (This category should **ONLY** be completed if the Non-Hospital District Public Hospital Expenditure Statement regarding the sale or lease of a public health care facility applies to you. If applicable, insert the total from page 2 of the foregoing form in this category.)	-
Total allowable expenditures: (Expenditure categories A+B+C+D)	$ 17,316,186.97
X 1.15=	$ 19,913,615.02

(Amount claimed by county for *pro rata* distribution in 2011)

3/22/11

COUNTY EXPENDITURE STATEMENT - 2011
Total Allowable Expenditures:(Expenditure Categories A+B+C+D)

(1) Health care clinic, laboratory, and case management services.	$	632,382.62
(2) Dental care services	$	23,864.63
(3) Outreach and prevention efforts related to tobacco use, including but not limited to media campaigns, education, counseling, and production and distribution of promotional literature.	$	229,664.88
(4)Other health care outreach and prevention efforts, including but not limited to media campaigns, education, counseling, and production and distribution of promotional literature. Typical target areas for these efforts include health hazards affecting the general public.	$	-
(5) Medical transportation	$	90,645.23
(6) Behavioral or psychiatric health care services	$	820,433.00
(7) Capital expenditures for health care services	$	550,096.82
(8) Overhead costs for a health care facility	$	5,995,489.82
(9) Emergency medical services	$	1,148.82
(10) Medical supplies or equipment used for the provision of health careservices to the general public.	$	550,474.79
(11) Other services provided by the county which are also within the scope of services that hospital districts are authorized by law to provide.These will typically be diagnostic and treatment services. UPL monies provided to hospitals to provide indigent services.	$	8,421,986.36
Total	$	17,316,186.97

Tobacco Settlement Distribution Proceeds Program
County Expenditure Statement 2011

	Indigent Health	Medical Supplement Program	Health Department	Sheriff's Department	Juvenile Probation	Tropical Texas Center	The Easter Seals Society	Texas Cooperative Extension	YEAR 2010 TOTALS
(1) Health care screening, laboratory, and health care case management services.	$ (15,041.21)		$ 10,890.67	$ 208,378.32	$ 428,154.84	$ -	$ -	$ -	$ 632,382.62
(2) Oral/dental health care services.			$ -	$ 431.49	$ 23,433.14	$ -	$ -	$ -	$ 23,864.63
(3) Outreach and prevention efforts related to tobacco use, including but not limited to media campaigns, education, counseling, and production and distribution of promotional literature.	$ -		$ -	$ -	$ -	$ -	$ -	$ 229,664.88	$ 229,664.88
(4) Other health care outreach and prevention efforts, including but not limited to media campaigns, education, counseling, and production and distribution of promotional literature. Typical target areas for these efforts include health hazards affecting the general public.	$ -			$ -	$ -	$ -	$ -	$ -	$ -
(5) Medical transportation, including transportation to and from medical appointments.	$ -		$ -	$ 90,645.23	$ -	$ -	$ -	$ -	$ 90,645.23
(6) Behavioral health care services.	$ -		$ -	$ 81,600.00	$ -	$ 738,833.00	$ -	$ -	$ 820,433.00
(7) Capital expenditures for direct health care services, such as construction of ambulance facilities or clinics.	$ -		$ 499,868.30	$ 50,228.52	$ -	$ -	$ -	$ -	$ 550,096.82
(8) Overhead costs for a health care facility.	$ 1,296,695.12		$ 3,537,901.84	$ 978,752.20	$ 162,593.55	$ -	$ 19,547.11	$ -	$ 5,995,489.82
(9) Emergency medical services.	$ -		$ -	$ 1,148.82	$ -	$ -	$ -	$ -	$ 1,148.82
(10) Medical supplies or equipment used for the provision of health care services to the general public.	$ -		$ 200,010.02	$ 278,489.46	$ 71,975.31	$ -	$ -	$ -	$ 550,474.79
(11) Other services provided by the county which are also within the scope of services that hospital districts are authorized by law to provide. These will typically be diagnostic and treatment services for individuals.	$ -	$ 8,421,986.36	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,421,986.36
TOTALS	$ 1,281,653.91	$ 8,421,986.36	$ 4,248,670.83	$ 1,689,674.04	$ 686,156.84	$ 738,833.00	$ 19,547.11	$ 229,664.88	$ 17,316,186.97

B. UNREIMBURSED JAIL HEALTH CARE = $ 1,689,674.04

(Base numbers for expenditure category B)

Unreimbursed jail health care expenditures were based on itemized health care expenditures for prisoners over the entire year, subtracting any reimbursement received from entities outside our political subdivision to cover health care expenditures for individual prisoners.

COUNTY EXPENDITURE STATEMENT - 2011
(Base numbers for expenditure category B. on page 1)
Unreimbursed Jail Health Care

(1) Health care clinic, laboratory, and case management services.		$ 208,378.32
(2) Dental care services		$ 431.49
(3) Outreach and prevention efforts related to tobacco use, including but not limited to media campaign, education, counseling, and production and distribution of promotional literature.		$ -
(4) Outreach and prevention efforts related to tobacco use, including but not limited to media campaign, education, counseling, and production and distribution of promotional literature. Typical target areas for these efforts include health h		$ -
(5) Medical transportation		$ 90,645.23
(6) Behavioral or psychiatric health care services		$ 81,600.00
(7) Capital expenditures for health care services		$ 50,228.52
(8) Overhead costs for a health care facility		$ 978,752.20
(9) Emergency medical services		$ 1,148.82
(10) Medical supplies or equipment used for the provision of health careservices to the general public		$ 278,489.46
(11) Other services provided by the county which are also within the scope of services that hospital districts are authorized by law to provide.These will typically be diagnostic and treatment services. (Describe below)		$ -
Total Expenditures for Sheriff's Department		$ 1,689,674.04

(1) Health care clinic, laboratory, and care case management services

	Vendor	Amount
1	RALPH ALHALEL, MD, PA	1,293.02
2	GEORGE P. AMEGIN, D.O., P.A.	251.95
3	CALERA, INC.	26,780.00
4	BARRY G. COOK, MD, PA	271.94
5	DIABETES & ENDOCRINE CENTER	33.95
6	DOCTORS HOSPITAL AT RENAISSANCE	4,415.30
7	EDINBURG RADIOLOGY, LLP	276.85
8	EDINBURG REGIONAL MEDICAL CENTER	49,396.55
9	RAY FULP ORTHOPEDICS, PA DBA SOUTH TEXAS BACK INSTITUTE & ORTHOPEDICS	71.34
10	CARLOS GARCIA-CANTU, MD	114.80
11	GUMARO GARZA, MD	42,390.00
12	MARIN GARZA, MD	42,390.00
13	HEART CLINIC, PLLC	1,001.56
14	HIDALGO COUNTY HEALTH DEPARTMENT	320.00
15	KIDNEY DOCTORS OF SOUTH TEXAS MD	310.74
16	KNAPP MEDICAL CENTER	9,765.65
17	HARISH KOOLWAL, MD, PA	90.96
18	LABORATORY CORPORATION OF AMERICA	3,914.67
19	DAVID A. MAYORGA, MD	55.52
20	McALLEN ANESTHESIA CONSULTANTS	222.41
21	McALLEN SURGEONS, LLP	531.17
22	MISSION HOSPITAL, INC.	348.61
23	PEDRO MONTANO, MD	137.39
24	NORTHSTAR ANESTHESIA, PA	171.60
25	JOHN ORFANOS, MD	731.02
26	MELVA PALACIOS, MD, PA	33.95
27	LESTER W. PEACOCK, MD, PA	55.52
28	FRED L. PEREZ, JR., MD	1,157.53
29	PHYSICIANS' EDUCATIONAL FOUNDATION	1,177.54
30	QUALITY RADIOLOGY	28.91
31	QUEST DIAGNOSTICS, INC.	8,006.14
32	RGV ANESTHESIA ASSOCIATES, P.A.	4,575.34
33	RGV VASCULAR LABS, INC.	106.38
34	WILLIAM RESTREPP, MD. PA	148.75
35	RIO GRANDE REGIONAL HOSPITAL	358.90
36	RIO GRANDE VALLEY HOSPITAL SERVICES	165.62
37	RIO GRANDE VALLEY PATHOLOGY ASSOCIATES	165.90
38	MARIA E. RODRIGUEZ	2,116.52
39	SOUTH TEXAS EYE ASSOCIATES, P.A.	94.51
40	SOUTH TEXAS KIDNEY SPECIALISTS	655.65
41	SOUTH TEXAS MOBILE X-RAYS	4,026.33
42	TOTAL REHABILITATION SERVICES, INC.	1,400.00
43	TRAUMA SURGICAL ASSOCIATES, LLP	165.93
44	UROLOGY ASSOCIATES OF SOUTH TEXAS	65.52
45	UTHSCSAMSP MEDICINE	1,409.56
46	VALENCIA MD & SANCHEZ MD PA	1,870.48
47	VALLEY AIDS COUNCIL	275.19
48	VALLEY HEART CONSULTANTS	700.81
49	WESLACO ADVANCED MEDICAL IMAGING	49.37
50	WEST VALLEY RADIOLOGY ASSOCIATES	447.06
51	MONZER H. YAZIJ, M.D. & ASSOCIATES	436.97
52		
53		
54		
	TOTAL EXPENDITURES	214,981.38
	REIMBURSEMENTS	6,603.06
	EXPENDITURES NET OF REIMBURSEMENTS	208,378.32

(1) Health care clinic, laboratory, and care case management services

	VENDORS (REIMBURSEMENTS)	AMOUNT		
1	US MARSHAL'S REIMBURSEMENT--GARZA, GUMARO, M.D.	512.83	*	(42,390.00*1.2098%)
2	US MARSHAL'S REIMBURSEMENT--GARZA, MARIN, M.D.	512.83	*	(42,390.00*1.2098%)
3	SO. TX. HEALTH SYSTEMS (REC. #141971 DATED 11/05/10)	5,577.40		
4				
	TOTAL REIMBURSEMENTS	6,603.06		

*Average Federal/Inmate Total Population 1.2098%

(2) Dental care services

	Vendor	Amount
1	EUTIQUIO M. ELIZONDO, JR., DDS, PC	188.62
2	GERALD R. WHISON, DDS, PA	242.87
3		
4		
5		
6		
7		
8		
9		
10		
	TOTAL EXPENDITURES	431.49
	REIMBURSEMENTS	0.00
	EXPENDITURES NET OF REIMBURSEMENTS	431.49

	Vendor (Reimbursements)	Amount
1		
2		
3		
4		
5		
	TOTAL REIMBURSEMENTS	0.00

(3) Outreach and prevention efforts related to tobacco use, including but not limited to media campaigns, education, counseling, and production and distribution of promotional literature.

	Vendor	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

TOTAL EXPENDITURES	0.00
REIMBURSEMENTS	0.00
EXPENDITURES NET OF REIMBURSEMENTS	0.00

	Vendor (Reimbursements)	Amount
1		
2		
3		
4		
5		

TOTAL REIMBURSEMENTS	0.00

(4) Other health care outreach and prevention efforts, including but not limited to media campaigns, education, counseling, and production and distribution of promotional literature. Typical target areas for these efforts include health hazards affecting the general public

	Vendor	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
	TOTAL EXPENDITURES	0.00
	REIMBURSEMENTS	0.00
	EXPENDITURES NET OF REIMBURSEMENTS	0.00

	Vendor (Reimbursements)	Amount
1		
2		
3		
4		
5		
	TOTAL REIMBURSEMENTS	0.00

(5) Medical transportation

	Vendor	Amount
1	VALLEY EMS, INC.	7,439.39
2	INMATE MEDICAL TRANSPORTATION (MILEAGE)	14,479.00
3	INMATE MEDICAL TRANSPORTATION (COMPENSATION & BENEFITS)	25,456.68
4	MENTAL COMMITMENTS (MILEAGE)	7,509.45
5	MENTAL COMMITMENTS (COMPENSATION & BENEFITS)	35,760.71
6		
7		
8		
9		
10		
11		
12		
13		
	TOTAL EXPENDITURES	90,645.23
	REIMBURSEMENTS	0.00
	EXPENDITURES NET OF REIMBURSEMENTS	90,645.23

	Vendor (Reimbursements)	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
	TOTAL REIMBURSEMENTS	0.00

(6) Behavioral or psychiatric health care services

	Vendor	Amount
1	Tropical Texas Behavioral Health	81,600.00
2		
3		
4		
5		
6		
7		
8		
9		
10		

TOTAL EXPENDITURES	81,600.00
REIMBURSEMENTS	0.00
EXPENDITURES NET OF REIMBURSEMENTS	81,600.00

	Vendor (Reimbursements)	Amount
1		
2		
3		
4		
5		

TOTAL REIMBURSEMENTS	0.00

(7) Capital expenditures for health care services

	Vendor	Amount
1	Texas State Bank/BBVA Compass Bank	50,228.52
2		
3		
4		
5		
6		
7		
8		
9		
10		
	TOTAL EXPENDITURES	50,228.52
	REIMBURSEMENTS	0.00
	EXPENDITURES NET OF REIMBURSEMENTS	50,228.52

	Vendor (Reimbursements)	Amount
1		
2		
3		
4		
5		
	TOTAL REIMBURSEMENTS	0.00

Source: Information forwarded by Letty Chavez/Carlos Ramirez from the Hidalgo County Auditor's Office on 03/07/11.

(7a) Employee salary and benefits to the extent the employee is engaged in patient health care or other health care services.

	Vendor	Amount
1	SALARY	793,042.85
2	LONGEVITY	775.00
3	HEALTH INSURANCE	44,213.68
4	LIFE INSURANCE	481.50
5	FICA	58,801.17
6	RETIREMENT	75,572.11
7	UNEMPLOYMENT COMPENSATION	3,968.23
8	WORKERS' COMPENSATION	0.00
9		
10		
11		
	TOTAL EXPENDITURES	976,854.54
	REIMBURSEMENTS	11,818.00
	EXPENDITURES NET OF REIMBURSEMENTS	965,036.54

	Vendor (Reimbursements)	Amount
1	US MARSHAL REIMBURSEMENT--SALARY	9,594.23 *
2	US MARSHAL REIMBURSEMENT--LONGEVITY	9.38 *
3	US MARSHAL REIMBURSEMENT--HEALTH INSURANCE	534.90 *
4	US MARSHAL REIMBURSEMENT--LIFE INSURANCE	5.83 *
5	US MARSHAL REIMBURSEMENT--FICA	711.38 *
6	US MARSHAL REIMBURSEMENT--RETIREMENT	914.27 *
7	US MARSHAL REIMBURSEMENT--UNEMPLOYMENT COMPENSATION	48.01 *
8	US MARSHAL REIMBURSEMENT--WORKERS' COMPENSATION	0.00 *
9		
10		
	TOTAL REIMBURSEMENTS	11,818.00

*Average Federal Inmate/Average Total Population 1.2098%

(8) Overhead costs for a health care facility

	Vendor	Amount
1	CITY OF EDINBURG	4,836.28
2	MAGIC VALLEY ELECTRIC CO-OP	8,879.38
3		
4		
5		
6		
7		
8		
9		
10		
	TOTAL EXPENDITURES	13,715.66
	REIMBURSEMENTS	0.00
	EXPENDITURES NET OF REIMBURSEMENTS	13,715.66

	Vendor (Reimbursements)	Amount
1		
2		
3		
4		
5		
	TOTAL REIMBURSEMENTS	0.00

Source: Information forwarded by Letty Chavez/Carlos Ramirez from the Hidalgo County Auditor's Office on 03/07/11.

(9) Emergency medical services

	Vendor	Amount
1	GATEWAY EMERGENCY PHYSICIANS	171.31
2	PALMS EMERGENCY PHYSICIANS	652.75
3	RIO GRANDE VALLEY EMERGENCY PHYSICIANS, PLLC	324.76
4	VALLEY EMERGENCY PHYSICIANS, LLP	55.52
5		
6		
7		
8		
9		
	TOTAL EXPENDITURES	1,204.34
	REIMBURSEMENTS	55.52
	EXPENDITURES NET OF REIMBURSEMENTS	1,148.82

	Vendor (Reimbursements)	Amount
1	VALLEY EMERGENCY PHYSICIANS, LLP (REC. #139655 DATED 08/05/10)	55.52
2		
3		
4		
5		
	TOTAL REIMBURSEMENTS	55.52

(10) Medical supplies or equipment used for the provision of health care services to the general public

	Vendor	Amount
1	AUBURN PHARMACEUTICAL CO.	5,905.65
2	CENTRAL TEXAS MEDICAL EQUIPMENT & SUPPLIES	3,774.30
3	LEE'S PHARMACY & MEDICAL EQUIPMENT CO.	160.00
4	WILLIAM V. MACGILL & CO. DBA MACGILL & CO.	5,331.30
5	MARKETLAB, INC.	2,683.12
6	MOORE MEDICAL, LLC	3,444.01
7	MSM--A MEDICAL SUPPLY CO.	8,388.84
8	PRODUCTS UNLIMITED, INC.	209.30
9	RALLY, INC.	2,400.75
10	SAN JUAN PHARMACY	740.00
11	HENRY SCHEIN, INC.	14,454.78
12	STAPLES BUSINESS ADVANTAGE	88.38
13	WESTWOOD PHARMACY	230,909.03
14		
15		
	TOTAL EXPENDITURES	278,489.46
	REIMBURSEMENTS	0.00
	EXPENDITURES NET OF REIMBURSEMENTS	278,489.46

	Vendor (Reimbursements)	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
	TOTAL REIMBURSEMENTS	0.00

(11) Other services provided by the county which are also within the scope of services that hospital districts are authorized by law to provide. These will typically be diagnostic and treatment services.

	Vendor	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
	TOTAL EXPENDITURES	0.00
	REIMBURSEMENTS	0.00
	EXPENDITURES NET OF REIMBURSEMENTS	0.00

	Vendor (Reimbursements)	Amount
1		
2		
3		
4		
5		
	TOTAL REIMBURSEMENTS	0.00

C. ADDITIONAL UNREIMBURSED PERSONAL HEALTH CARE SERVICES PROVIDED TO THE GENERAL PUBLIC

$14,344,859.02

ATTACHMENT - COUNTY EXPENDITURE STATEMENT - 2011
(Base numbers for expenditure Listed on category C ONLY from page 1)

On the appropriate line below, enter the base numbers for your county's unreimbursed **category C**. expenditures during calendar year 2010. **The total amount that you enter on this attachment should equal the amount that you entered for category C on page one (1) of the expenditure statement.** Any unreimbursed expenditures that you made from a trust fund or reserve account for the provision of health care services may also be included below.

(1) Health care clinic, laboratory, and case management services.		$ 439,045.51
(2) Dental care services		$ 23,433.14
(3) Outreach and prevention efforts related to tobacco use, including but not limited to media campaign, education, counseling, and production and distribution of promotional literature.		$ 229,664.88
(4) Other health care outreach and prevention efforts, including but not limited to media campaign, education, counseling, and production and distribution of promotional literature. Typical target areas for these efforts include health hazards affecting the general public.		$ -
(5) Medical transportation		$ -
(6) Behavioral or psychiatric health care services		$ 738,833.00
(7) Capital expenditures for health care services		$ 499,868.30
(8) Overhead costs for a health care facility		$ 3,720,042.50
(9) Emergency medical services		$ -
(10) Medical supplies or equipment used for the provision of health care services to the general public.		$ 271,985.33
(11) Other services provided by the county which are also within the scope of services that hospital districts are authorized by law to provide.These will typically be diagnostic and treatment services. (Describe below) Payments made to Medical Supplemental Program.		$ 8,421,986.36
TOTAL FOR CATEGORY C		$ 14,344,859.02

Tobacco Settlement Distribution Proceeds Program
County Expenditure Statement 2011
Additional Unreimbursed Personal Health Care Services Provided To The General Public

	Health Department	Medical Supplemental Program	Juvenile Probation	Tropical Texas Center	The Easter Seals Society	Texas Cooperative Extension	YEAR 2010 TOTALS
(1) Health care screening, laboratory, and health care case management services.	$ 10,890.67	$ -	$ 428,154.84	$ -	$ -	$ -	$ 439,045.51
(2) Oral/dental health care services.	$ -	$ -	$ 23,433.14	$ -	$ -	$ -	$ 23,433.14
(3) Outreach and prevention efforts related to tobacco use, including but not limited to media campaigns, education, counseling, and production and distribution of promotional literature.	$ -	$ -	$ -	$ -	$ -	$ 229,664.88	$ 229,664.88
(4) Other health care outreach and prevention efforts, including but not limited to media campaigns, education, counseling, and production and distribution of promotional literature. Typical target areas for these efforts include health hazards affecting the general public.	$ -	$ -	$ -	$ -	$ -	$ -	$ -
(5) Medical transportation, including transportation to and from medical appointments.	$ -	$ -	$ -	$ -	$ -	$ -	$ -
(6) Behavioral health care services.	$ -	$ -	$ -	$ 738,833.00	$ -	$ -	$ 738,833.00
(7) Capital expenditures for direct health care services, such as construction of ambulance facilities or clinics.	$ 499,868.30	$ -	$ -	$ -	$ -	$ -	$ 499,868.30
(8) Overhead costs for a health care facility.	$ 3,537,901.84	$ -	$ 162,593.55	$ -	$ 19,547.11	$ -	$ 3,720,042.50
(9) Emergency medical services.	$ -	$ -	$ -	$ -	$ -	$ -	$ -
(10) Medical supplies or equipment used for the provision of health care services to the general public.	$ 200,010.02	$ -	$ 71,975.31	$ -	$ -	$ -	$ 271,985.33
(11) Other services provided by the county which are also within the scope of services that hospital districts are authorized by law to provide. These will typically be diagnostic and treatment services for individuals.	$ -	$ 8,421,986.36	$ -	$ -	$ -	$ -	$ 8,421,986.36
TOTALS	$ 4,248,670.83	$ 8,421,986.36	$ 686,156.84	$ 738,833.00	$ 19,547.11	$ 229,664.88	$ 14,344,859.02

D. CERTIFICATIONS

County Judge

County Auditor

Human Services/Indigent Health

Sheriff's Department

Health Department

Adult Probation

Juvenile Probation

Tropical Texas Center

Easter Seal Society

Texas Cooperative Extension

Pro Rata Tobacco Settlement Distribution
County Expenditure Statement – 2011

The deadline for submission of this form to the Texas Department of State Health Services (DSHS) is **March 31, 2011**. The target date for payment by the Comptroller of Public Accounts to the political subdivisions, based on this information, is no later than April 30, 2011.

The information submitted on this form is subject to audit by the State of Texas. If ineligible expenditures are identified through an audit following payment to a political subdivision, the ineligible amount may be deducted from the subsequent year's payment to that political subdivision.

This is to certify that the above expenditures are eligible for pro rata payment in accordance with the Agreement Regarding Disposition of Settlement Proceeds between the State of Texas and American Tobacco Company, et al.

Name of County: Hidalgo County

Name of Certifying Officer: Ramon Garcia

Certifying Officer's Title: County Judge

Certifying Officer's Signature/Date: _____

Telephone Number: (956) 318-2600 Email: ramon.garcia@co.hidalgo.tx.us

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If you chose to have your completed signed expenditure statement (1) hand delivered or (2) faxed or (3) emailed to DSHS, it must be received no later than 5:00 p.m., March 31, 2011. If you elect to mail (via the U.S. Postal Service) or ship (via a commercial mail service) your completed signed expenditure statement, the postmark must reflect a date no later than midnight, March 31, 2011. STATEMENTS THAT DO NOT INCLUDE A SIGNATURE WILL NOT BE ACCEPTED. Statements are to be addressed to:

Texas Department of State Health Services
Funds Coordination & Management
Attn: Kim Gold, MC 4501, Rm. T-511
1100 W 49th Street, Austin, TX 78756
PO Box 149347, Austin, Texas 78714-9347

You may direct any questions to Ms. Gold at the above address or by telephone, fax, or email as follows:

Telephone Number: 512.458.7111, ext. 6646
Fax: 512.458.7774
Email: kim.gold@dshs.state.tx.us

DSHS WILL ACKNOWLEDGE IN WRITING THE RECEIPT OF ALL COMPLETED SIGNED EXPENDITURE STATEMENTS.

Pub. No. EF29-12280
Revised 10/10

Pro Rata Tobacco Settlement Distribution
County Expenditure Statement – 2011

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Name of County: Hidalgo County

Name of Certifying Officer: Ray Eufracio, CPA

Certifying Officer's Title: County Auditor

Certifying Officer's Signature/Date:

Telephone Number: (956) 318-2511 Email: ray.eufracio@auditor.co.hidalgo.tx.us

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Funds Coordination & Management
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1100 W 49th Street, Austin, TX 78756
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This is to certify that the above expenditures are eligible for pro rata payment in accordance with the Agreement Regarding Disposition of Settlement Proceeds between the State of Texas and American Tobacco Company, et al.

Name of County: Hidalgo County

Name of Certifying Officer: Eduardo Olivarez

Certifying Officer's Title: Health + Human Services - Chief Admin. Officer

Certifying Officer's Signature/Date:

Telephone Number: (956) 318-2011 Email: eddie.olivarez@hchd.org

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Pub. No. F29-12280
Revised 10/10

Pro Rata Tobacco Settlement Distribution
County Expenditure Statement – 2011

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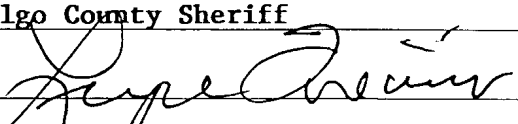
The information submitted on this form is subject to audit by the State of Texas. If ineligible expenditures are identified through an audit following payment to a political subdivision, the ineligible amount may be deducted from the subsequent year's payment to that political subdivision.

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Name of County: **Hidalgo**

Name of Certifying Officer: **Guadalupe "Lupe" Trevino**

Certifying Officer's Title: **Hidalgo County Sheriff**

Certifying Officer's Signature/Date:  **03/09/11**

Telephone Number: (**956**) **393-6002** Email: **sherifftrevino@hidalgoso.org**

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Pub. No. F29-12280
Revised 10/10

RECEIVED BY
COUNTY AUDITOR
2011 MAR 21 PM 4:16

Pro Rata Tobacco Settlement Distribution
***County Expenditure Statement* – 2011**

The deadline for submission of this form to the Texas Department of State Health Services (DSHS) is **March 31, 2011**. The target date for payment by the Comptroller of Public Accounts to the political subdivisions, based on this information, is no later than April 30, 2011.

The information submitted on this form is subject to audit by the State of Texas. If ineligible expenditures are identified through an audit following payment to a political subdivision, the ineligible amount may be deducted from the subsequent year's payment to that political subdivision.

This is to certify that the above expenditures are eligible for pro rata payment in accordance with the Agreement Regarding Disposition of Settlement Proceeds between the State of Texas and American Tobacco Company, et al.

Name of County: Hidalgo County Health & Human Services Department

Name of Certifying Officer: Eduardo Olivares

Certifying Officer's Title: Chief Administrative Officer

Certifying Officer's Signature/Date: _____

Telephone Number: (956) 383-6221 Email: eddie.olivarez@hchd.org

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PO Box 149347, Austin, Texas 78714-9347

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Fax: 512.458.7774
Email: kim.gold@dshs.state.tx.us

DSHS WILL ACKNOWLEDGE IN WRITING THE RECEIPT OF ALL COMPLETED SIGNED EXPENDITURE STATEMENTS.

Our funding is primarily through state funds. Any equipment and services related to Health service are paid 100% with state funds.

RECEIVED BY
COUNTY AUDITOR
2011 JAN 13 PM 4 02

Signature

Date

Arnold Patrick, Executive Director
Community Supervision and Corrections Department

The deadline for submission of this form to the Texas Department of State Health Services (DSHS) is **March 31, 2011**. The target date for payment by the Comptroller of Public Accounts to the political subdivisions, based on this information, is no later than April 30, 2011.

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This is to certify that the above expenditures are eligible for pro rata payment in accordance with the Agreement Regarding Disposition of Settlement Proceeds between the State of Texas and American Tobacco Company, et al.

Name of County: **HIDALGO COUNTY**

Name of Certifying Officer: **MR. ISRAEL "BUDDY" SILVA, JR.**

Certifying Officer's Title: **DIRECTOR/CHIEF JUVENILE PROBATION OFFICER**

Certifying Officer's Signature/Date:

Telephone Number: (**956**) **587-6200** Email: **buddy.silva@jpd.co.hidalgo.tx.us**

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Funds Coordination & Management
Attn: Kim Gold, MC 4501, Rm. T-511
1100 W 49th Street, Austin, TX 78756
PO Box 149347, Austin, Texas 78714-9347

You may direct any questions to Ms. Gold at the above address or by telephone, fax, or email as follows:

Telephone Number: 512.458.7111, ext. 6646
Fax: 512.458.7774
Email: kim.gold@dshs.state.tx.us

DSHS WILL ACKNOWLEDGE IN WRITING THE RECEIPT OF ALL COMPLETED SIGNED EXPENDITURE STATEMENTS.

Pub. No. F29-12280
Revised 10/10

TROPICAL
TEXAS BEHAVIORAL HEALTH
P.O. Drawer 1108 • 1901 South 24th Avenue
Edinburg, Texas 78540
(956) 289-7000

CERTIFICATION

This is to certify that Tropical Texas Behavioral Health, located at 1901 S. 24th Ave., Edinburg, Texas 78539 received $738,833 from Hidalgo County for health care expenditures. All funds stated above were disbursed during the calendar year ended December 31, 2010.

We served 9358 people during the year ended December 31, 2010. Supporting documentation is attached.

W. Terry Crocker, Chief Executive Officer

1-24-18
(Date)

Tomas A. Gonzalez, M.D.
Chairman of the Board

1/18/2011
(Date)

Attest:

Shawn Spanihel, Secretary

1/21/2011
(Date)

Creating solutions, changing lives.

Helping people with disabilities gain greater independence

EASTER SEALS RIO GRANDE VALLEY

P.O. Box 489
1217 Houston Street
McAllen, TX 78505-0489
(956) 631-9171 • Fax (956) 631-7966

HARLINGEN SATELLITE
2422-C E. Tyler Avenue
Harlingen, TX 78550
(956) 423-9171 • Fax (956) 423-7457

www.easterseals-rgv.org

Easter Seals Rio Grande Valley, Inc.

CERTIFICATION

BOARD OF DIRECTORS

President
A.R. 'Felo' Guerra

President-Elect
Rebecca H. Garcia

Vice President
R.D. 'Bobby' Guerra

Treasurer
Tracey Twenhafel

Secretary
Laura Talbot

BOARD MEMBERS

Ricardo Aguirre
Valorie Glass
Lori Goldman
oseph McDonald, M.D.
Sam Rodriguez, Jr.
Beatriz Tapia, M.D.
Linda Villarreal, M.D.

MEDICAL DIRECTOR

Dr. Hiram Tavárez

EXECUTIVE DIRECTOR

Patricia Rosenlund

This is to certify that Hidalgo County pays the electricity expenses for the Easter Seals Rio Grande Valley, Inc., located at 1217 W. Houston Ave., McAllen, Texas. The County paid $ 19,547.11 for electricity for the year ended December 31, 2010. The facility is used to provide health care services for disabled children. The County pays the electricity expense directly to Reliant Energy Solutions.

We served 1,471 children during the year ended December 31, 2010. Supporting documentation is attached.

EASTER SEALS RGV, INC.

By: Rebecca H. Garcia
REBECCA H. GARCIA
President-Elect
Board of Directors

Date: 02/18/11

By: Patricia Rosenlund
PATRICIA L. ROSENLUND
Executive Director

Date: 02-18-11

Phone No: 956 631-9171

EASTER SEALS RIO GRANDE VALLEY

ATTEST:

By: Laura B. Talbot
LAURA TALBOT
Secretary

Date: 02-18-11

AgriLIFE EXTENSION
Texas A&M System

Hidalgo County
410 N. 13th Avenue
Edinburg, TX
Tel:(956) 383-1026
Fax: (956) 383-1735

The attached report is to certify and report the hours, number of people reached and comparable cost for health care education, prevention, outreach, media campaigns, counseling and distribution of promotional literature by the Texas Agrilife Extension Service on behalf of Hidalgo County. The report includes the employee salary to the extent that the employee engaged in health care services as described in subparagraph E of section 102.3 of the Rules outlined by the DSHS Tobacco Settlement Permanent Trust Account.

Texas Agrilife Extension Service served approximately 221,433 persons of the general public and received $229,664.88 from Hidalgo County in order to carry out the above mentioned health services for the calendar year ending on December 31, 2010

Supporting Documentation is attached as reported by the employees and is based on sign sheet records for each program event.

Barbara C Storz
Signature

Barbara C. Storz, CEA-HORT/County Coordinator
BStorz@ag.tamu.edu

March 18, 2011

Attest:
Janie Perales
Signature

Janie Perales-Admin. Asst. II
jpeales@ag.tamu.edu

March 18, 2011

RECEIVED BY
COUNTY AUDITOR
2011 MAR 18 PM 3 28

The Texas A&M University System, U.S. Department of Agriculture, and Hidalgo County Commissioners Court cooperating. Educational programs conducted by Texas AgriLife Extension Service are open to all people without regard to race, color, sex, disability, religion, age, or national origin.

AI-25956 **17.A.**

Pct. 3 Sanitation - Creation of three (3) Maintenance positions
CC REGULAR

Date:	03/28/2011
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Comm. Pct.3
Department:	BUDGET & MANAGEMENT
Agenda Category:	Precinct #3

Information

CAPTION

Sanitation (1100):
1. Approval to create three (3) full-time Maintenance I positions, slot no.'s 0035, 0036, and 0037, budgeted salary $28,000.00/ each, for the Tom Gill Collection Station.
2. Approval of interdepartmental transfer.
3. Approval of revised salary schedule.

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 for salary and related fringe benefits for proposed Attendant positions, available from Co. Wide Adm. - Contingency, refer to AI-25957 (additional funds).

Attachments

Link: PARs

Link: Job Descriptions

Link: Fiscal Note

Link: Revised salary schedule

Link: Intedept. transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	03/25/2011 07:29 AM	APRV
2	Budget & Management		03/25/2011 07:32 AM	NEW

Form Started By: Sylvia Solis Started On: 03/24/2011 03:15 PM

Final Approval Date: 03/25/2011

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct 3 Sanitation (123-001) **DATE:** 3/24/2011

CURRENT POSITION TITLE: N/A **CURRENT SLOT. #:** 035,036,037

REQUESTED POSITION TITLE: Maintenance I - LANDFILL (substation)
(For new positions or reclassifications)

REQUEST FOR:

☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ ~~28,000~~ 0.00 Current Budgeted Salary $ 3x 28,000.00 Proposed Budgeted Salary $ 84,000.00 Net Change

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other County Wide Budget

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions $ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

3 new positions needed for the new substation located on 107 and Tom Brie.

NEW POSITION: Brief job description and attach a copy of the new job description.

sdfsdfsdf see attachment

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Dr. Mara R. P.	3/24/11	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
	DEPARTMENT HEAD	DATE			
2.	sdfgsdfg		PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
	HUMAN RESOURCES DIRECTOR	DATE			
3.			BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
	DEPARTMENT OF BUDGET & MANAGEMENT	DATE			
4.					
	COMMISSIONERS COURT APPROVAL	DATE			

MAINTENANCE I

GRADE: 01

GENERAL DESCRIPTION

Performs entry-level building maintenance and construction work; Work involves assisting in maintaining and repairing buildings, utility systems, and stationary equipment, and operating motorized equipment; Works under close supervision, with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Performs maintenance and repair work such as plumbing, masonry, welding, carpentry, painting, electrical, mechanical, refrigeration, ventilation, or heating

May assist with the maintenance and repair of machinery, equipment, systems, or components

May maintain and repair laundry machines, kitchen equipment, boilers, and boiler feed pumps

May mow grass, edge walks and curbs, and trim shrubbery

May repair and upholster furniture

May construct and repair equipment

May perform inspections of operating machinery, equipment, and systems

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Experience in building maintenance and repair work; Graduation from a standard senior high school or equivalent is generally preferred.

Knowledge, Skills, and Abilities

Knowledge of the repair, maintenance, and operation of buildings and electrical systems

Skill in the use of tools and equipment

Ability to perform maintenance, to follow instructions, and to interpret drawings and diagrams

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, March 29, 2011 **Agenda Item:** 25956

Summary of request/proposal:
Pct. 3 Sanitation (1100):
Approval to create three (3) full-time Maintenance I positions, slot no.'s 0035, 0036, and 0037, budgeted salary $28,000.00/ each.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	MAINTENANCE I	0035	113	0.00	28,000.00	28,000.00
1100	MAINTENANCE I	0036	113	0.00	28,000.00	28,000.00
1100	MAINTENANCE I	0037	113	0.00	28,000.00	28,000.00
				0.00	84,000.00	84,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
1-1100-432-00-123-001-0- 113	PCT. 3 SANITATION - REG F/T EMPLOYEES	$61,384.62
1-1100-432-00-123-001-0- 211	PCT. 3 SANITATION - HEALTH INSURANCE	$7,892.31
1-1100-432-00-123-001-0- 212	PCT. 3 SANITATION - LIFE INSURANCE	$59.19
1-1100-432-00-123-001-0- 220	PCT. 3 SANITATION - FICA	$4,695.92
1-1100-432-00-123-001-0- 230	PCT. 3 SANITATION - RETIREMENT	$5,892.92
1-1100-432-00-123-001-0- 250	PCT. 3 SANITATION - UNEMPLOYMENT COMP	$306.92
1-1100-432-00-123-001-0- 260	PCT. 3 SANITATION - WORKER'S COMP	$0.00
	2011 Budgetary Impact	$80,231.88

2012 Budgetary Impact: $109,791.00

Possible Funding Sources: **CO. WIDE ADM. - CONTINGENCY**

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1100-432-00-123-001-0

AI - 25956

SANITATION PCT. 3

Slot #	Obj Code	POSITION TITLE	2010 BUDGETED SALARY	2011 ADJUSTED SALARY	2011 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2011 BUDGETED SALARY APPROVED	2011 ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	SANIT DIRECTOR	$48,300.00	$0.00	$48,300.00	0	$0.00	$0.00	$48,300.00	$48,300.00	$360.00	$0.00	$0.00	$0.00	$0.00	$48,660.00
0004	113	HEAVY EQ OP II	$28,000.00	$0.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$28,000.00	$660.00	$0.00	$0.00	$0.00	$0.00	$28,660.00
0005	113	HEAVY EQ OP II	$28,000.00	$0.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$28,000.00	$660.00	$0.00	$0.00	$0.00	$0.00	$28,660.00
0006	113	SUPERVISOR	$30,000.00	$0.00	$30,000.00	0	$0.00	$0.00	$30,000.00	$30,000.00	$660.00	$0.00	$0.00	$0.00	$0.00	$30,660.00
0007	113	TRCK DRVER III	$32,000.00	$0.00	$32,000.00	0	$0.00	$0.00	$32,000.00	$32,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,000.00
0008	113	TRCK DRVER III	$32,000.00	$0.00	$32,000.00	0	$0.00	$0.00	$32,000.00	$32,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,000.00
0009	113	TRCK DRVER III	$28,000.00	$0.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0011	113	TRCK DRVER III	$32,000.00	$0.00	$32,000.00	0	$0.00	$0.00	$32,000.00	$32,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,000.00
0012	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$28,000.00	$360.00	$0.00	$0.00	$0.00	$0.00	$28,360.00
0013	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$28,000.00	$360.00	$0.00	$0.00	$0.00	$0.00	$28,360.00
0014	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0015	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0016	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0017	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0018	113	TRCK DRVER III	$28,000.00	$0.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0019	113	TRCK DRVER III	$28,000.00	$0.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0020	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0021	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0023	113	TRCK DRVER III	$26,144.00	$0.00	$26,144.00	0	$0.00	$0.00	$26,144.00	$26,144.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,144.00
0024	113	TRCK DRVER III	$26,144.00	$0.00	$26,144.00	0	$0.00	$0.00	$26,144.00	$26,144.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,144.00
0026	113	MAINTENANCE I	$24,880.00	$0.00	$24,880.00	0	$0.00	$0.00	$24,880.00	$24,880.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,880.00
0027	113	MAINTENANCE I	$24,880.00	$0.00	$24,880.00	0	$0.00	$0.00	$24,880.00	$24,880.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,880.00
0028	113	MAINTENANCE I	$24,880.00	$0.00	$24,880.00	0	$0.00	$0.00	$24,880.00	$24,880.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,880.00
0029	113	MAINTENANCE I	$24,880.00	$0.00	$24,880.00	0	$0.00	$0.00	$24,880.00	$24,880.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,880.00
0030	113	MAINTENANCE I	$24,880.00	$0.00	$24,880.00	0	$0.00	$0.00	$24,880.00	$24,880.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,880.00
0031	113	MAINTENANCE I	$24,880.00	$0.00	$24,880.00	0	$0.00	$0.00	$24,880.00	$24,880.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,880.00
0032	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$28,000.00	$300.00	$0.00	$0.00	$0.00	$0.00	$28,300.00
0033	113	HEAVY EQUIPMENT OPERATOR III	$28,000.00	$0.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0034	113	MAINTENANCE II	$28,000.00	$0.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1100-432-00-123-001-0

AI - 25956

SANITATION PCT. 3

Slot #	Obj Code	POSITION TITLE	2010 BUDGETED SALARY	2011 ADJUSTED SALARY	2011 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2011 BUDGETED SALARY APPROVED	2011 ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
		CREATE THE FOLLOWING: ↓														
0035	**113**	**MAINTENANCE I**	**$0.00**	**$28,000.00**	**$28,000.00**	**0**	**$0.00**	**$0.00**	**$28,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0036	**113**	**MAINTENANCE I**	**$0.00**	**$28,000.00**	**$28,000.00**	**0**	**$0.00**	**$0.00**	**$28,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0037	**113**	**MAINTENANCE I**	**$0.00**	**$28,000.00**	**$28,000.00**	**0**	**$0.00**	**$0.00**	**$28,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
			$823,868.00	$84,000.00	$907,868.00		$0.00	$0.00	$907,868.00	$823,868.00	$3,360.00	$0.00	$0.00	$0.00	$0.00	$827,228.00

Approval to create three (3) full-time Maintenance I positions, slot no.'s 0035, 0036, and 0037, budgeted salary $28,000.00/ each.

DATE: March 24, 2011

DEPARTMENT HEAD: Raul Silguero, Jr.

2011
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Pct. 3 Sanitation

ACCOUNT NUMBER: 1-1100-4XX-00-1XX-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	(80,231.88)
TO			
1-1100-432-00-123-001-0- 113	PCT. 3 SANITATION -	REG F/T EMPLOYEES	61,384.62
1-1100-432-00-123-001-0- 211	PCT. 3 SANITATION -	HEALTH INSURANCE	7,892.31
1-1100-432-00-123-001-0- 212	PCT. 3 SANITATION -	LIFE INSURANCE	59.19
1-1100-432-00-123-001-0- 220	PCT. 3 SANITATION -	FICA	4,695.92
1-1100-432-00-123-001-0- 230	PCT. 3 SANITATION -	RETIREMENT	5,892.92
1-1100-432-00-123-001-0- 250	PCT. 3 SANITATION -	UNEMPLOYMENT COMP	306.92
	TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON:

Interdepartmental transfer to fund salary and related fringe benefit expenditures for the creation of three (3) Maintenance I positions, slot no.'s 035, 036 and 037, budgeted salary $28,000.00/each.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE / /

ATTEST, COUNTY CLERK

AI-25953 **18.A.**

Certification of Revenue from Intergovernmental Contracts

CC REGULAR

Date:	03/28/2011
Submitted By:	Erika Zamora, BUDGET & MANAGEMENT
Submitted For:	Auditor's Office
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management **Sub-category:** Auditor's Office

Information

CAPTION

1. Approval of certification of revenues, as certified by the County Auditor, for 2010 intergovernmental contracts in the total amounts of $14,277.38 & $25,987.85 (refer to AI-25661);

2. Approval of 2010 appropriation of certified revenues for TXDOT (1315) Mile 6 West (US 83-SH107) project in the total amount of $14,277.38.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1315-431-00-121-039-0-731

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

BUDGETARY IMPACT:

Appropriation of new certified funds into TXDOT project in the total amount of $14,277.38.

Attachments

Link: 2010 BA for TXDOT

Link: Certification of Revenues

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/24/2011 02:37 PM	APRV
2	Sylvia Solis	Sylvia Solis	03/24/2011 03:30 PM	APRV
3	Auditor's Office	Monica Badillo	03/24/2011 03:54 PM	APRV
4	Erika Zamora	Erika Zamora	03/24/2011 04:07 PM	APRV
5	Purchasing Department	Marty Salazar	03/25/2011 07:13 AM	APRV

Form Started By: Erika Zamora Started On: 03/24/2011 01:38 PM

Final Approval Date: 03/25/2011

DATE: March 29, 2011

DEPARTMENT HEAD: Raymundo Eufracio, CPA

DEPARTMENT NAME: Auditor's Office

ACCOUNT NUMBER: 0-1315-431-00-121-039-0-731
0-1315-334-30-121-006-0-000

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

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C, Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1315-431-00-121-039-0-731	TXDOT-MILE 6 WEST(US83-SH107)-ROADS	14,277.38
0-1315-334-30-121-006-0-000	INTERGOVT'L REV - TXDOT - MILE 6 W	14,277.38
	TOTAL BUDGET INCREASE (DECREASE)	-

REASON: To Appropriate for actual expenditures incurred for Mile 6 W project and record the estimate revenues.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

HIDALGO COUNTY, TEXAS

SUBJECT: Journal Entry

AJE# 1184

Prepared by: Joy Hsu	Approved by:
Date: 3/21/2011	Date 3/21/11

ACCOUNT NUMBER		DESCRIPTION	DR	CR
0-1315-431-00-121-039-0-731	MILE 6 W	TXDOT-MILE 6 WEST(US83-SH107)-ROADS	14,277.38	
0-1315-223-00-000-013-0-000		DEF REV-TXDOT-MILE 6 W		14,277.38
		TOTAL	**14,277.38**	**14,277.38**

EXPLANATION: To record exp & deferred revenue will be reimbursed from TXDOT. See AJE-1183.

REC TXDOT EXP&DFR UNAVAIL REV M6W

AJE-1183

TO: ANGELICA TAPIA DATE: March 21, 2011

PREPARED BY: LUPITA GARZA DATE: March 21, 2011

REVIEWED BY: KH 3/21/11 DATE:

APPROVED BY: ABD DATE: 3/21/11

SUBJECT : JOURNAL ENTRY AMT 3/21/11 DATE: March 21, 2011

ACCOUNT NAME		ACCOUNT NUMBER	DEBIT	CREDIT
TXDOT-MILE 6 WEST(US83-SH107)-ROADS	PO617534	0-1315-431-00-121-039-0-731	3,569.35	
DUE FROM STATE-TXDOT-MILE6W(US83-SH107)		0-1315-126-20-000-012-0-000	14,277.38	
TXDOT PROJECTS-ACCOUNTS PAYABLE 2010		0-1315-202-00-000-001-0-000		$17,846.73
TOTALS			**$17,846.73**	**$17,846.73**

EXPLANATION: REC A/P 4 TEDSI INV2010425 YR10 EXP

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI

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

INVOICE

Mr. Joseph Palacios
Hidalgo County Precinct No. 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

Invoice Date: December 20, 2010
TEDSI Invoice No.: 2010425
TEDSI Project No.: 2009-1032-01
Invoice Period: November 1, 2009 thru November 30, 2010

Mile 6W

Contract No. C-08-227-02-09
Work Authorization No. 1
PO#. 617534

Original Contract Amount	Adjusted Contract Amount	Adjusted Contract Amount Remaining
$1,906,248.18	$1,817,940.03	$1,137,605.49

Task	Fee	% Complete This Period	% Complete To Date	Amount This Period	Amount To Date
Schematic Design (SD)	$ 256,884.54	5%	100%	$ 12,844.23	$ 256,884.54
Right-of-Way (ROW)	$ 302,500.00	0%	10%	$ -	$ 30,250.00
Design Field Survey (DFS)	$ 278,200.00	0%	100%	$ -	$ 278,200.00
Environmental (ENV)	$ 115,000.00	4.35%	100%	$ 5,002.50	$ 115,000.00
Plans, Specs & Est. (PS&E)	$ 865,355.49	0%	0%	$ -	$ -
Subtotal	$ 1,817,940.03	0.98%	37.42%	$ 17,846.73	$ 680,334.54

20% 0-1315-431-00-121-039-0-731 3569.35
80% 0-1315-126-20-000-012-0-000 14,277.38

TOTAL FEE EARNED:	$ 680,334.54
LESS PREVIOUSLY INVOICED:	$ 662,487.81
TOTAL AMOUNT DUE THIS INVOICE:	$ 17,846.73

1-1315-431-00-121-039-0-731
PO 617534
711

Craig F. Stong, P.E.
Project Manager

Purchase Order

COUNTY OF HIDALGO

PO#: 617534

DATE: 02/11/09

VENDOR: 227889 REQ:00149094

Email:

Phone:(956)424-7898

TEDSI INFRASTRUCTURE GROUP, INC.
10260 WESTHEIMER; SUITE 460
HOUSTON TX 77042

Vendor Acct:

BUYER:

SHIP TO: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

CONTACT:

SITE: HIDALGO CO. PCT 1

Special Instructions: R25

Contract No:

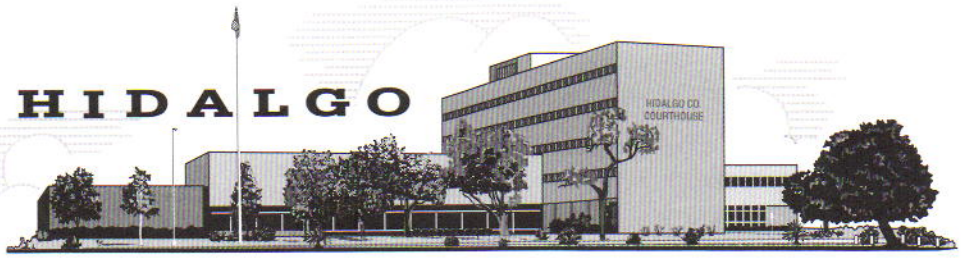
VENDOR NOTES

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

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		C-08-227-02-09 THE LUMP SUM AMOUNT FOR SERVICES UNDER THE WORK AUTHORIZATION IS $1906248.19. BASED UPON THE COST OUTLINED IN THE ESTIMATED COST PROPOSAL ATTACHED HERETO AS ATTACHMENT D. THIS AMOUNT WILL BE REDUCED BY $88308.16 FOR AMOUNTS PERVIOUSLY PAID UNDER CONTRACT NO. C-07-050-05-22. THE AMOPUNT PAYABLE UNDER CONTRACT NO. C-08-227-02-09 IS $1817940.03 AS PER AFA TX DOT PORTION 80% & COUNTY PORTION 20%		
1	EACH	PS&E	303,088.01	303,088.01
1	EACH	ROW MAPPING	60,500.00	60,500.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		363,588.01
		********** For Hidalgo County use only **********		
		9-1315-431-00-121-039-0-711	60,500.00	
		9-1315-431-00-121-039-0-731	303,088.01	
		Approved		
		AR 9-1315-126-20-000-012-0-000		

Authorized by: Martha L. Salazar

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

March 24, 2011

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

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

> The county auditor shall certify to the commissioners court the receipt of all revenue from intergovernmental contracts that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the revenue for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the following revenues from interlocal agreements with TXDOT and the City of Mercedes. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	INTERLOCAL AGREEMENT
$14,987.85	TXDOT – Mile 2 West
$11,000.00	City of Mercedes – Mile 2 West

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

3/24/11
Date

HIDALGO COUNTY DISTRICT JUDGES

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

COUNTY of HIDALGO



HIDALGO COUNTY AUDITOR'S OFFICE
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EDINBURG, TEXAS 78539

March 24, 2011

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

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

> The county auditor shall certify to the commissioners court the receipt of all revenue from intergovernmental contracts that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the revenue for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the following revenues from an interlocal agreement with TXDOT. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	INTERLOCAL AGREEMENT
$14,277.38	TXDOT – Mile 6 West

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

3/24/11
Date

HIDALGO COUNTY DISTRICT JUDGES

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

AI-25914 **18.B.1.**

Appropriation - Precinct #3 R&B (1200)

CC REGULAR

Date:	03/28/2011
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Norma Ceballos
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Budget Appropriations

Information

CAPTION

Pct. #3 R&B (1200):
Approval of 2011 appropriation of funds into Precinct #3 Paved/Unpaved Road in the total amount of $60,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 1-1200-431-00-123-005-0-672

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

BUDGETARY IMPACT:

Available funding for appropriation as of 3/23/11. Appropriation from 1200 fund balance.

Attachments

Link: BA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/23/2011 03:10 PM	APRV
2	Olga Garza	Olga Garza	03/24/2011 08:14 AM	APRV
3	Auditor's Office	Linda Fong	03/24/2011 03:03 PM	APRV
4	Purchasing Department	Marty Salazar	03/24/2011 03:19 PM	APRV

Form Started By: Perla Lopez Started On: 03/23/2011 01:12 PM

Final Approval Date: 03/24/2011

DATE: March 29, 2011

2011
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Pct. #3 R&B (1200)

AI-25914

ACCOUNT NUMBER: 1-1200-431-00-123-005-0-672

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

Contact: Perla Lopez
Ph#: 292-7025 Ext. 5419

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBERS	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
1-1200-431-00-123-005-0-672	Pct. #3 P/U Rd - Equip & Veh R&M Supplies	$ 60,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**60,000.00**

REASON:

Appropriation to fund expected expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-25940 **18.B.2.**

2011 Appropriation of Funds for Hurricane Alex
CC REGULAR

Date: 03/28/2011
Submitted By: Rey Salazar, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Information

CAPTION

Hurricane Alex (1100):
Approval and authorization to appropriate $264,392 from the General Fund unreserved fund balance as per Texas Local Government Code section 111.070 to address emergency expenditures incurred related to the Hurricane Alex Disaster Event.

BACKGROUND

Appropriation of funds is to cover 2010 expenditures incurred to be paid in 2011.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-415-00-115-082-0-350

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

BUDGETARY IMPACT:

Appropriation of funds will clear negative balance related to the Hurricane Alex - Other account.

Attachments

Link: declaration

Link: Appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/24/2011 10:42 AM	APRV
2	Manuel Chapa	Manuel Chapa	03/24/2011 01:57 PM	APRV
3	Auditor's Office	Linda Fong	03/24/2011 03:05 PM	APRV
4	Purchasing Department	Marty Salazar	03/24/2011 03:19 PM	APRV

Form Started By: Rey Salazar — Started On: 03/24/2011 07:20 AM

Final Approval Date: 03/24/2011

2115471

Hidalgo County Judge

Rene A. Ramirez

DECLARATION OF DISASTER

WHEREAS, the County of Hidalgo on the 28th day of June, 2010, has suffered widespread or severe damage, injury, or loss of life or property (or there is imminent threat of same) resulting from

Anticipation of landfall of Category 2 Hurricane Alex, severe flooding and wind damage.

WHEREAS, the County Judge of Hidalgo County has determined that extraordinary measures must be taken to alleviate the suffering of people and to protect or rehabilitate property.

NOW, THEREFORE, BE IT PROCLAIMED BY THE COUNTY JUDGE OF HIDALGO COUNTY:

1. That a local state of disaster is hereby declared for Hidalgo County pursuant to §418.018(a) of the Texas Government Code.

2. Pursuant to §418.018(b) of the Government Code, the state of disaster shall continue for a period of not more than seven days from the date of this declaration unless continued or renewed by the Commissioners Court of Hidalgo County.

3. Pursuant to §418.018(c) of the Government Code, this declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the County Clerk.

4. Pursuant to §418.018(d) of the Government Code, this declaration of a local state of disaster activates the county emergency management plan.

5. That this proclamation shall take effect immediately from and after its issuance.

ORDERED this the 28th day of June, 2010.

Rene A. Ramirez
Hidalgo County Judge

Attest:
Arturo Guajardo, Jr.
Hidalgo County Clerk

A. A. Tony Perez Jr.
Hidalgo County EMC.
06-25-2010 0845 hrs.

P. O. Box 1356 • Edinburg, Texas 78540 • Phone (956) 318-2600 • Fax (956) 318-2699

DATE: March 25, 2011

2011
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Hurricane Alex

ACCOUNT NUMBER: 1-1100-415-00-115-0082-0-350

Contact Person: Rey Salazar **Ph#** (956) 292-7025 ext. 5426

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
1-1100-415-00-115-082-0-350	Hurricane Alex-Other Services		264,392.00
		TOTAL BUDGET INCREASE (DECREASE)	**264,392.00**

REASON: Appropriation of funds to cover emergency expenditures incurred in 2010 as a result of Hurricane Alex.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-25950 **18.B.3.**

2010 Appropriation of funds for various G/F and Special Revenue accts for Capital Lease Expenditures

CC REGULAR

Date:	03/28/2011
Submitted By:	Erika Zamora, BUDGET & MANAGEMENT
Submitted For:	Auditors Office
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Budget Appropriations

Information

CAPTION

General Fund & Special Revenue Funds:
Approval of 2010 appropriation of revenues and expenditures in the total amount of $228,583.18 to fund capital lease expenditures (agreements) for various departments.

BACKGROUND

Budget amendment was submitted by Auditor's Office, attached.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** G/F and Special Revenue

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

BUDGETARY IMPACT:

Approval of 2010 appropriation of revenues and expenditures in the total amount of $228,583.18 to fund capital lease expenditures (agreements) for various departments.

Reference AI-25948, 2010 interdept trsf for capital lease expenditures.

Attachments

Link: Appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/24/2011 12:32 PM	APRV
2	Sylvia Solis	Sylvia Solis	03/24/2011 01:09 PM	APRV
3	Auditor's Office	Angela Garcia	03/24/2011 01:30 PM	APRV
4	Erika Zamora	Erika Zamora	03/24/2011 01:36 PM	APRV
5	Purchasing Department	Marty Salazar	03/24/2011 02:19 PM	APRV

Form Started By: Erika Zamora Started On: 03/24/2011 12:25 PM

Final Approval Date: 03/24/2011

DATE: MARCH 23, 2011

DEPARTMENT HEAD: RAY EUFRACIO, CPA, HIDALGO COUNTY AUDITOR

DEPARTMENT NAME: HIDALGO COUNTY AUDITOR'S OFFICE

ACCOUNT NUMBER: 0-XXXX-XXX-XX-XXX-XXX-X-XXX

SUBJECT: Interfund transfer(s) (Increases(decrease)) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

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

	INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME			AMOUNT
1	0-1100-412-00-001-001-0-780	92ND DC-CAPITAL LEASES	KBM-541891	PO#643888	$ 3,628.45
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			3,628.45
2	0-1100-412-00-008-001-0-780	389TH DC-CAPITAL LEASES	RYR-398361	PO#637580	2,447.97
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			2,447.97
3	0-1100-412-00-009-001-0-780	398TH DC-CAPITAL LEASES	KAA-131618	PO#635887	9,290.37
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			9,290.37
4	0-1100-412-00-010-001-0-780	430TH DC-CAPITAL LEASES	KBM-541889	PO#644770	3,628.45
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			3,628.45
5	0-1100-412-00-061-001-0-780	JP PCT 1/PL 1-CAPITAL LEASES	WRR-560430	PO#637874	6,417.28
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			6,417.28
6	0-1100-412-00-080-002-0-780	CRIM DA-CAPITAL LEASES >APPEALS	RYR-399114	PO#644666	2,447.97
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			2,447.97
7	0-1100-412-00-080-002-0-780	CRIM DA-CAPITAL LEASES >FELONY	RYR-398975	PO#644666	2,447.97
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			2,447.97
8	0-1100-412-30-085-003-0-780	PUBLIC DEFENDER-CAPITAL LEASES	GBP-244398	PO#636596	7,530.96
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			7,530.96
9	0-1100-412-00-090-001-0-780	DIST CLERK-CAPITAL LEASES	AOPP011006207	PO#643196	14,273.33
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			14,273.33
10	0-1100-412-00-090-001-0-780	DIST CLERK-CAPITAL LEASES	C14102333	PO#648434	6,029.15
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			6,029.15
11	0-1100-412-00-090-001-0-780	DIST CLERK-CAPITAL LEASES	C14102332	PO#648434	6,029.15
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			6,029.15
12	0-1200-431-00-124-005-0-780	PCT4 RD ADM-CAPITAL LEASES	KBM-536042	PO#633907	9,158.45
	0-1200-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			9,158.45
13	0-1100-414-00-130-001-0-780	ELECTIONS DEPT-CAPITAL LEASES	XEL-543042	PO#644414	19,119.94
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			19,119.94

14	0-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES >COLLECTIONS	WTC-656795	PO#641460	6,224.75
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			6,224.75
15	0-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES >MCALLEN	WTC-656789	PO#641736	6,224.75
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			6,224.75
16	0-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES >EDINBURG BOOKKEEPING	WTC-656770	PO#641678	6,224.75
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			6,224.75
17	0-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES >ASSESSING	WTC-656765	PO#641702	6,224.75
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			6,224.75
18	0-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES >EDINBURG AUTO	WTC-656769	PO#641735	6,224.75
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			6,224.75
19	0-1100-415-18-160-001-0-780	PURCHASING-CAPITAL LEASES	LXW-328831	PO#643327	21,587.33
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			21,587.33
20	0-1100-415-21-170-001-0-780	CO AUDITOR-CAPITAL LEASES	GBP-245310	PO#634978	9,946.04
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			9,946.04
21	0-1100-415-40-180-001-0-780	CO CLERK-CAPITAL LEASES >MCALLEN	KBM-541951	PO#644698	3,628.45
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			3,628.45
22	0-1100-415-40-180-001-0-780	CO CLERK-CAPITAL LEASES >COLLECTIONS	XEK-495287	PO#644769	5,245.36
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			5,245.36
23	0-1100-415-40-180-001-0-780	CO CLERK-CAPITAL LEASES >CRIMINAL	XEK-495277	PO#644714	6,190.15
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			6,190.15
24	0-1237-415-40-180-003-0-780	CO CLERK-CAPITAL LEASES >RECORDING	XEK-492692	PO#644715	6,263.12
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			6,263.12
25	0-1237-415-40-180-003-0-780	CO CLERK-CAPITAL LEASES >CIVIL	XEK-492654	PO#644716	6,263.12
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			6,263.12
26	0-1237-415-40-180-003-0-780	CC REC MGMT-CAPITAL LEASES	FBT-330474	PO#634129	6,312.63
	0-1237-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			6,312.63
27	0-1237-415-40-180-003-0-780	CC REC MGMT-CAPITAL LEASES >PROBATE	XEK-496817	PO#648246	5,245.36
	0-1237-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			5,245.36
28	0-1100-415-50-190-002-0-780	HUMAN RESOURCES-CAPITAL LEASES	GBP-246966	PO#642069	8,882.72
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			8,882.72
29	0-1100-421-00-293-001-0-780	CONSTABLE PCT.3-CAPITAL LEASES	KBM-541762	PO#645220	3,628.45
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			3,628.45
30	0-1295-423-00-330-028-0-780	WESL B/C-CAPITAL LEASES	WTD-728329	PO#636659	3,026.87
	0-1295-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			3,026.87
31	0-1293-441-00-340-013-2-780	TDH PHPSB-CAPITAL LEASES	UTU-836266	PO#650186	18,790.39
	0-1293-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			18,790.39
		TOTAL BUDGET INCREASE REQUEST			**$ 228,583.18**

1 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 8/3/10 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.

2 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 1/25/11 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.

3 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 9/22/09 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.

4 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 8/24/10 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.

5 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 1/25/11 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.

6 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 8/17/10 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.

7 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 8/17/10 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.

8 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 11/17/09 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.

9 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 7/20/10 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.

10 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 10/26/10 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.

11 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 10/26/10 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.

12 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 11/10/09 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.

13 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 8/10/10 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.

14 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 5/18/10 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.

15 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 5/18/10 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.

16 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 5/18/10 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.

17 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 5/18/10 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.

18 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 5/18/10 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.

19 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 7/20/10 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.

20 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 1/25/11 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.

21 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 8/17/10 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.

22 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 8/17/10 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.

23 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 8/17/10 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.

24 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 8/17/10 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.

25 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS' COURT ON 8/17/10 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.

26 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS' COURT ON 1/12/10 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.

27 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS' COURT ON 11/2/10 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.

28 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS' COURT ON 6/22/10 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.

29 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS' COURT ON 8/31/10 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.

30 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS' COURT ON 2/23/10 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.

31 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS' COURT ON 12/30/10 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.

There are no areas in my current budget to reduce in order to fund the above mentioned item's.

DEPARTMENT HEAD SIGNATURE

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

AI-25871 **18.C.1.**

Create Temporary Positions for Summer at Las Milpas Pool

CC REGULAR

Date:	03/28/2011
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2

Agenda Category: Budget and Management **Sub-category:** Salary Schedule Changes

Information

CAPTION

Pct. #2 Parks (1100):
a. Approval to create the following temporary part-time positions: (Not to exceed six months)

Slot No.	Position Title	Budgeted Hourly Rate
T026	Attendant	$8.65
T027	Attendant	$8.65
T028	Lifeguard	$9.50
T029	Lifeguard	$9.50
T030	Lifeguard	$9.50
T031	Lifeguard	$9.50

b. Approval of intradepartmental transfer.
c. Approval of revised salary schedule.

BACKGROUND

Temporary employees will work for approximately 10 weeks (36 hrs per week) for the Summer starting on enrollment date of June 6, 2011 until August 15, 2011.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-452-00-122-008-0-890

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

BUDGETARY IMPACT:

Funds available for salaries and related fringe benefit expenditures, pending approval of intradepartmental transfer.

Attachments

Link: Attendant PAR

Link: Lifeguard PAR

Link: Job Descriptions

Link: Fiscal Note

Link: Revised salary schedule

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/22/2011 12:39 PM	APRV
2	Sylvia Solis	Sylvia Solis	03/23/2011 02:04 PM	APRV
3	Auditor's Office		03/25/2011 07:32 AM	NEW

Form Started By: Yolanda Cisneros

Started On: 03/22/2011 08:32 AM

Final Approval Date: 03/25/2011

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County Pct.2/#122

DATE: 3/22/2011

CURRENT POSITION TITLE: N/A

CURRENT SLOT. #: 122-T026
122-T027

REQUESTED POSITION TITLE:
(For new positions or reclassifications) Attendant (2) Positions

REQUEST FOR:

☐ New Position ☒ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 17,992.00/$8.65/HR (Proposed Budgeted Salary) $ 35,984/Year (Net Change)

yr X 2 Positions

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other Est. Actual Expense Based on: 36 HRS/WK for 10 weeks @ $8.65/HR X 2 Positions
$6,228.00 for Salaries

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐

$8.65 / HR
Enter hourly rate for temp. positions

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☒

$ 8.65 x 2080 HRS = $17,992 Annually
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)
6/6/2011	8/15/2011	Tuesday - Sunday 1:00pm - 7:00pm	36	10 Weeks

CIVIL SERVICE:		FLSA:	
Exempt	X	Exempt	
Non-Exempt		Non-Exempt	X
N/A			

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Attendant is needed to take account of all daily receipts of the pool and will be doing light clerical duties like filling out reports & making deposits to the bank on a daily basis.

NEW POSITION: Brief job description and attach a copy of the new job description.

See Job Description

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

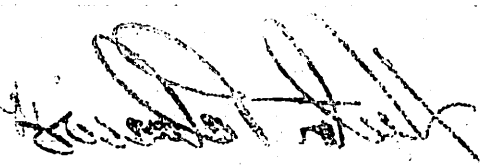
ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	3/22/2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☒ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			



HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County Pct.2/#122

DATE: 3/22/2011

CURRENT POSITION TITLE: N/A

CURRENT SLOT. #: 122-008-T028, 122-008-T029, 122-008-T030, 122-008-T031

REQUESTED POSITION TITLE: (For new positions or reclassifications) Lifeguards (4) Positions

REQUEST FOR:

☐ New Position ☒ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

X4 Positions

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 19,760.00/$ 9.50 HR (Proposed Budgeted Salary) $79,040.00 Year (Net Change)

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other Est. Actual Expense Based on: 36 HRS/WK for 10 weeks @ $9.50/HR X 4 positions $13,680.00 for salaries

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☒

Enter hourly rate for temp. positions

$ 9.50 X 2080 hrs = $19,760.00 Annually

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

6/6/2011	8/15/2011	Tuesday - Sunday 1:00pm - 7:00pm	36	10 Weeks
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☒	Exempt	☐
Non-Exempt	☐	Non-Exempt	☒
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Approprate Certified Lifeguards are required to open Las Milpas Park/Pool for ensuring and maintaining Public Safety for our recreation facility.

NEW POSITION: Brief job description and attach a copy of the new job description.

See Job Description

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	3/22/2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☒ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
PARKS

JOB TITLE: Lifeguard FLSA STATUS: Non-Exempt

DEPARTMENT: 122 CIVIL SERVICE STATUS: Exempt

SUMMARY

This is a responsible position that requires either Red Cross or other appropriate certification in the operation and techniques of lifeguard safety in a public recreation facility. The lifeguard will be responsible for ensuring and maintaining public safety and health in a public recreation facility such as a swimming pool. This is a temporary position.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Maintains daily activity log sheets including daily attendance logs.
- Performs light bookkeeping and accounting work such as tabulating daily attendance receipts, maintaining employee sign-in and sign-out sheets.
- May be required to attend training meetings from time to time and work extra work hours as deemed necessary.
- Regular attendance is a must.
- Ability to work well with others.

QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

- High School diploma or GED;
- Red Cross or other appropriate certification as a Lifeguard.
- Should have experience in a public recreation facility setting including log-keeping, regulations and operation to ensure the general safety and health in a public recreation facility.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess a valid Texas Drivers License;
- Must possess a valid Red Cross or other appropriate agency certificate as a Lifeguard.
- Must be able to be insured by the County's insurance carrier.

OTHER SKILLS AND ABILITIES

- Ability to use pool cleaning equipment.

- Bilingual ability (Spanish and English) with the ability to converse fluently in both languages, preferred.
- Knowledge of operational equipment associated with a public recreation facility.
- May be required to utilize personal automobile on office related business.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following;

- Sitting for extended periods of time
- Operating assigned equipment

Maintain mental capacity which permits:

- Making sound decisions and using good judgment
- Demonstrating intellectual capabilities

Effectively handle work environments and conditions which involve:

- Working closely with others
- Working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- Making observations
- Reading and writing
- Operating assigned equipment
- Communicating with others

HIDALGO COUNTY
PARKS

JOB TITLE: Attendant FLSA STATUS: NON-EXEMPT

DEPARTMENT: 122 CIVIL SERVICE STATUS: EXEMPT

SUMMARY

Performs light clerical duties, responsible for daily attendance figures and receipts, maintains daily log of activities. This is a temporary position.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Maintains daily activity log sheets including daily attendance logs.
- Performs light bookkeeping and accounting work such as tabulating daily attendance receipts, maintaining employee sign-in and sign-out sheets.
- May be required to attend training meetings from time to time and work extra work hours as deemed necessary.
- May maintain an inventory of supplies and equipment and shall inform Parks Foreman/Director of inventory status to enable Foreman/Director to order replacements as needed to insure adequate stock.
- Regular attendance is a must.
- Ability to work well with others.

QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

- High School diploma or GED;
- Should have experience in a public recreation facility setting including log-keeping and daily attendance receipt tabulations.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess a valid Texas Drivers License;
- Must be able to be insured by the County's insurance carrier.

OTHER SKILLS AND ABILITIES

- Ability to use office equipment, such as copier and calculator.
- Bilingual ability (Spanish and English) with the ability to converse fluently in both languages, preferred.
- Knowledge of personal computer and software.

- May be required to utilize personal automobile on office related business.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception and the ability to adjust focus.

WORK ENVIRONMENT
The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS
Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following;

- Sitting for extended periods of time
- Operating assigned equipment

Maintain mental capacity which permits:
- Making sound decisions and using good judgment
- Demonstrating intellectual capabilities

Effectively handle work environments and conditions which involve:
- Working closely with others
- Working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:
- Making observations
- Reading and writing
- Operating assigned equipment
- Communicating with others

ACCIDENT PREVENTION PROGRAM
Required to follow all departments' safety regulations

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, March 29, 2011 **Agenda Item:** 25871

Summary of request/proposal:

Parks Pct. 2 (1100):

1. Approval to create two (2) temporary part-time Attendant positions, slot no.'s T026 & T027, budgeted hourly rate $8.65.

2. Approval to create four (4) temporary part-time Lifeguard positions, slot no.'s T028, T029, T030 & T031, budgeted hourly rate $9.50.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	ATTENDANT	T026	122	0.00	8,996.00	8,996.00
1100	ATTENDANT	T027	122	0.00	8,996.00	8,996.00
1100	LIFEGUARD	T028	122	0.00	9,880.00	9,880.00
1100	LIFEGUARD	T029	122	0.00	9,880.00	9,880.00
1100	LIFEGUARD	T030	122	0.00	9,880.00	9,880.00
1100	LIFEGUARD	T031	122	0.00	9,880.00	9,880.00
				0.00	57,512.00	57,512.00

Salaries prorated as follows:

9.50 X 36HRS= 342.00 X 4 EMPLOYEES X 10 WEEKS = $13,680.00
8.65 X 36HRS =311.40 X 2 EMPLOYEES X 10 WEEKS = $6,228.00 } **19,908.00**

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
1-1100-452-00-122-008-0- 122	PARKS PCT. 2 -	TERM P/T EMPLOYEES	$19,908.00
1-1100-452-00-122-008-0- 211	PARKS PCT. 2 -	HEALTH INSURANCE	$0.00
1-1100-452-00-122-008-0- 212	PARKS PCT. 2 -	LIFE INSURANCE	$0.00
1-1100-452-00-122-008-0- 220	PARKS PCT. 2 -	FICA	$1,522.96
1-1100-452-00-122-008-0- 230	PARKS PCT. 2 -	RETIREMENT	$1,911.17
1-1100-452-00-122-008-0- 250	PARKS PCT. 2 -	UNEMPLOYMENT COMP	$99.54
1-1100-452-00-122-008-0- 260	PARKS PCT. 2 -	WORKER'S COMP	$0.00
		2011 Budgetary Impact	$23,441.67

2012 Budgetary Impact: **N/A**

Possible Funding Sources: **Pct. 2 Parks Budget - Pending approval of intradept. transfer (Proration based on 36 hours a week for 10 weeks.)**

Budget Office Recommendation:

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1100-452-00-122-008-0

AI - 25871

PARKS PCT. 2

Slot #	Obj Code	POSITION TITLE	2010 BUDGETED SALARY	2011 ADJUSTED SALARY	2011 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2011 BUDGETED SALARY APPROVED	2011 ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	FOREMAN	$32,568.00	$0.00	$32,568.00	0	$0.00	$0.00	$32,568.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0002	113	CRC COORDINATOR	$31,771.00	$0.00	$31,771.00	0	$0.00	$0.00	$31,771.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0003	113	MAINTENANCE III	$27,424.00	$0.00	$27,424.00	0	$0.00	$0.00	$27,424.00	$27,424.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$28,684.00
0004	113	MAINTENANCE I	$26,059.00	$0.00	$26,059.00	0	$0.00	$0.00	$26,059.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0005	113	MAINTENANCE I	$25,854.00	$0.00	$25,854.00	0	$0.00	$0.00	$25,854.00	$22,805.00	$300.00	$0.00	$0.00	$0.00	$0.00	$23,105.00
0006	113	MAINTENANCE I	$24,907.00	$0.00	$24,907.00	0	$0.00	$0.00	$24,907.00	$20,689.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,689.00
0007	113	MAINTENANCE I	$22,345.00	$0.00	$22,345.00	0	$0.00	$0.00	$22,345.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0008	113	MAINTENANCE I	$22,345.00	$0.00	$22,345.00	0	$0.00	$0.00	$22,345.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0009	113	MAINTENANCE I	$22,345.00	$0.00	$22,345.00	0	$0.00	$0.00	$22,345.00	$22,345.00	$420.00	$0.00	$0.00	$0.00	$0.00	$22,765.00
0010	113	MAINTENANCE I	$22,285.00	$0.00	$22,285.00	0	$0.00	$0.00	$22,285.00	$17,680.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,680.00
0011	113	MAINTENANCE I	$22,285.00	$0.00	$22,285.00	0	$0.00	$0.00	$22,285.00	$19,680.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,680.00
0014	113	EXECUTIVE ASSISTANT	$10,500.00	$0.00	$10,500.00	0	$0.00	$0.00	$10,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0018	113	CHIEF ADMIN	$7,350.00	$0.00	$7,350.00	0	$0.00	$0.00	$7,350.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0024	113	MAINTENANCE I	$21,760.00	$0.00	$21,760.00	0	$0.00	$0.00	$21,760.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0025	113	MAINTENANCE I	$21,760.00	$0.00	$21,760.00	0	$0.00	$0.00	$21,760.00	$19,680.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,680.00
		CREATE THE FOLLOWING: ↓														
0026	**113**	**ATTENDANT**	**$0.00**	**$8,996.00**	**$8,996.00**		**$0.00**	**$0.00**	**$8,996.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0027	**113**	**ATTENDANT**	**$0.00**	**$8,996.00**	**$8,996.00**		**$0.00**	**$0.00**	**$8,996.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0028	**113**	**LIFEGUARD**	**$0.00**	**$9,880.00**	**$9,880.00**		**$0.00**	**$0.00**	**$9,880.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0029	**113**	**LIFEGUARD**	**$0.00**	**$9,880.00**	**$9,880.00**		**$0.00**	**$0.00**	**$9,880.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0030	**113**	**LIFEGUARD**	**$0.00**	**$9,880.00**	**$9,880.00**		**$0.00**	**$0.00**	**$9,880.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0031	**113**	**LIFEGUARD**	**$0.00**	**$9,880.00**	**$9,880.00**		**$0.00**	**$0.00**	**$9,880.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
			$341,558.00	$57,512.00	$399,070.00		$0.00	$0.00	$399,070.00	$150,303.00	$1,980.00	$0.00	$0.00	$0.00	$0.00	$152,283.00

1. Approval to create two (2) temporary part-time Attendant positions, slot no.'s T026 & T027, set salary at $8.65 per hour. Positions not to exceed six months.
2. Approval to create four (4) temporary part-time Lifeguard positions, slot no.'s T028, T029, T030 & T031, set salary at $9.50 per hour. Positions not to exceed six months.

Personnel Actions pending CC approval.

DATE: March 22, 2011

2011
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Pct. 2 Parks

ACCOUNT NUMBER: 1-1100-452-00-122-008-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	122	TEMP P/T EMPLOYEES	$19,908.00
890	OTHER	220	FICA	$1,522.96
890	OTHER	230	RETIREMENT	$1,911.17
890	OTHER	250	UNEMPLOYMENT COMP	$99.54
			TOTAL	23,441.67

REASON:
Intradepartmental Transfer to fund salary and related fringe benefit expenditures for two (2) Attendant positions slot no.'s T026-T027 and four (4) Lifeguard positions, slot no.'s T028, T029, T030 & T031 for the Las Milpas Pool.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25919 **18.C.2.**

Request to Delete/ Create positions
CC REGULAR

Date: 03/28/2011
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Commissioner Precinct No. 4
Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Salary Schedule Changes

Information

CAPTION

Pct. #4 Drainage Improvement Project (1100):
a. Approval of the following personnel actions:

Action	Slot No.	Staus	Position Title	Budgeted Salary
Delete	002	Full time	Assistant Director of Construction	($47,250.00)
Delete	024	Full time	Engineering Technician II	($39,083.00)
Create	032	Full time	Program Manager	$58,888.00
			Cost Savings:	**($27,445.00)**

b. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-124-036-0-XXX
FUNDS AVAILABLE Y/N?: yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

FUNDS AVAILABLE FROM TWO DELETED POSITIONS. PERSONNEL ACTION WILL RESULT IN COST SAVINGS.

Attachments

Link: fiscal note
Link: revised salary schedule
Link: job descriptions
Link: PARs

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	03/24/2011 02:29 PM	APRV
2	Budget & Management	Erika Zamora	03/24/2011 02:38 PM	APRV
3	Sylvia Solis	Sylvia Solis	03/24/2011 03:33 PM	APRV
4	Auditor's Office		03/25/2011 07:32 AM	NEW

Form Started By: Rosie Cantu

Started On: 03/23/2011 01:45 PM

Final Approval Date: 03/25/2011

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, March 29, 2011 **Agenda Item:** 25919

Summary of request/proposal:
Pct No. 4- Drainage Improvement Proj (1100):
Approval of the following personnel actions (Delete slot no.'s 002 and 0024 & Create slot no. 032).

				CURRENT			PROPOSED			
Fund	Position	Slot#	Obj	G	S	Salary/ Allowance	G	S	Salary/ Allowance	Total Requested
1200	Assistant Director of Construction	0002	113	-	-	47,250.00	-	-	0.00	(47,250.00)
1200	Engineering Technician II	0024	113	-	-	39,083.00	-	-	0.00	(39,083.00)
1200	Program Manager	0032	113			0.00			58,888.00	58,888.00
				TOTAL		86,333.00			58,888.00	(27,445.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
1-1200-431-00-124-036-0-	113	PCT. 4 DRAIN IMPRV PRJ-	REG. F/T EMPLOYEES	($20,583.75)
1-1200-431-00-124-036-0-	211	PCT. 4 DRAIN IMPRV PRJ-	HEALTH INSURANCE	($2,700.00)
1-1200-431-00-124-036-0-	212	PCT. 4 DRAIN IMPRV PRJ-	LIFE INSURANCE	($20.25)
1-1200-431-00-124-036-0-	220	PCT. 4 DRAIN IMPRV PRJ-	FICA	($1,574.66)
1-1200-431-00-124-036-0-	230	PCT. 4 DRAIN IMPRV PRJ-	RETIREMENT	($1,976.04)
1-1200-431-00-124-036-0-	250	PCT. 4 DRAIN IMPRV PRJ-	UNEMPLOYMENT COMP	($102.92)
1-1200-431-00-124-036-0-	260	PCT. 4 DRAIN IMPRV PRJ-	WORKER'S COMP	$0.00
			2011 Budgetary Impact	($26,957.62)

2012 Budgetary Impact: **($35,943.49)**

Possible Funding Sources: **COST SAVINGS**

Budget Office Recommendation: ***PERSONNEL ACTIONS WILL RESULT IN COST SAVINGS.***

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1200-431-00-124-036-0-

AI - 25919

PCT. 4 DRAIN IMPRV PRJ

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP	2011 APPROVED BUDGETED	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	DIRECTOR OF OPERATIONS	17	2	$65,825.00	$65,825.00	$65,825.00	$0.00	$0.00	$0.00	$0.00	$0.00	$65,825.00
		DELETE ↓											
0002	**113**	**ASST. DIRECTOR OF CONSTRUCTION**				**$47,250.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0003	113	EXCAVATOR- HEAVY EQUIP OP				$40,425.00	$40,425.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,425.00
0004	113	HEAVY EQUIP OP				$40,425.00	$40,425.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,425.00
0005	113	HEAVY EQUIP OP				$31,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0006	113	BACKHOE-HEAVY EQUIPMENT OPERATOR				$31,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0007	113	HEAVY EQUIP OP				$31,500.00	$31,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,500.00
0008	113	PIPE LAYER/FITTER				$27,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0009	113	PIPE LAYER/FITTER				$27,000.00	$27,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,000.00
0010	113	LABORER - DRAINAGE/CONSTRUCTION				$22,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0011	113	LABORER - DRAINAGE/CONSTRUCTION				$22,000.00	$22,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,000.00
0014	113	CONSTRUCTION MANAGER				$44,625.00	$44,625.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,625.00
0015	113	EXCAVATOR/HEAVY EQUIPMENT OPERATOR				$42,425.00	$42,425.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,425.00
0016	113	EXCAVATOR/HEAVY EQUIPMENT OPERATOR				$42,425.00	$42,425.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,425.00
0017	113	EXCAVATOR/HEAVY EQUIPMENT OPERATOR				$42,425.00	$42,425.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,425.00
0018	113	TRCK DRVER III				$29,615.00	$29,615.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,615.00
0019	113	TRCK DRVER III				$29,615.00	$29,615.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,615.00
0020	113	TRCK DRVER III				$29,615.00	$29,615.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,615.00
0021	113	TRCK DRVER III				$29,615.00	$29,615.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,615.00
0022	113	TRCK DRVER III				$29,615.00	$29,615.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,615.00

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1200-431-00-124-036-0-

AI - 25919

PCT. 4 DRAIN IMPRV PRJ

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP	2011 APPROVED BUDGETED	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	DIRECTOR OF OPERATIONS	17	2	$65,825.00	$65,825.00	$65,825.00	$0.00	$0.00	$0.00	$0.00	$0.00	$65,825.00
0002	**113**	**DELETE ↓ ASST. DIRECTOR OF CONSTRUCTION**				**$47,250.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0023	113	TRCK DRVER III				$29,615.00	$29,615.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,615.00
0024	**113**	**DELETE ↓ ENGINEERING TECHNICIAN II**				**$39,083.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0025	113	TRCK DRVER III				$29,615.00	$29,615.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,615.00
0026	113	TRUCK DRIVER III				$29,615.00	$29,615.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,615.00
0027	113	TRCK DRVER III				$29,615.00	$29,615.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,615.00
0028	113	TRCK DRVER III				$29,615.00	$29,615.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,615.00
0029	113	TRCK DRVER III				$29,615.00	$29,615.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,615.00
0030	113	TRCK DRVER III				$29,615.00	$29,615.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,615.00
0031	113	DIRECTOR OF CONSTRUCTION				$48,500.00	$48,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$48,500.00
0032	**113**	**CREATE ↓ PROGRAM MANAGER**				**$58,888.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
				Total	$65,825.00	$1,001,288.00	$802,955.00	$0.00	$0.00	$0.00	$0.00	$0.00	$802,955.00

PROGRAM MANAGER

GENERAL DESCRIPTION

Performs routine (journey-level) administrative and supervisory program work; Work involves assisting in establishing program goals and objectives; Assists in developing program guidelines, procedures, policies, rules, and regulations; Assisting in developing schedules, priorities, and standards for achieving program goals; and assists in evaluating program activities; Provides liaison duties for Precinct 4 Drainage Improvement Projects with Drainage District #1, UCP, Pct 2 DIP; Gathers DIP data for finance reports preparation and/or presentation; Prepares daily DIP GASB reports; Attends DIP pertinent meetings and reports back to Commissioner. Supervises the work of others; Works under moderate supervision, with limited latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

- Oversees the work of assigned program staff
- Prepares and reviews reports on the effectiveness of program activities
- Confers with staff on program issues and problems
- Assists in planning, implementing, coordinating, monitoring, and evaluating programs
- Assists in the development of program guidelines, procedures, policies, rules, and regulations; and monitors compliance
- Assists in the preparation of program budget requests
- Assists in the preparation of training and operational manuals, educational materials, and information programs
- Assists in conducting special investigations, project analyses, and research studies
- May provide training or technical assistance in a program area
- Supervises the work of others
- Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three (3) years experience in the administration of a program relevant to assignment; Graduation from an accredited four-year college or university with major course work in a field relevant to assignment is generally preferred; Experience and education may be substituted for one another. A licensed realtor knowledgeable in the acquisition of right of way is preferred.

Certificates, Licenses, Registrations

- Employee must have a current valid Texas Motor Vehicle Operator's License
- Must be able to be insured by the County's Insurance carrier.

Knowledge, Skills, and Abilities

Knowledge of the principles and practices of public administration and management. Ability to establish goals and objectives, devise solutions to administrative problems, develop and evaluate administrative policies and procedures, and to supervise the work of others

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY

Drainage Improvement Project

Job Title: **Assistant Director Of Construction** **FLSA Status:** **Exempt**

Dept No: 124 **Civil Service Status:** **Exempt**

SUMMARY:
Under the supervision of the Director of Construction or other designated supervisor, the Assistant Director of Construction is responsible for helping the director in overseeing and managing the reconstruction and/or renovation of storm drainage systems, to include coordinating, scheduling, and supervising construction projects. The Assistant Director also supervises crew members and participates in the maintenance, repair or reconstruction of assigned drainage projects.

The position of the Assistant Director Of Construction is appointed by and serves at the will of the County Commissioner.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Assist the director in scheduling and coordinating drainage maintenance and construction projects.
- Assists the director in activities relating to construction, repairing, and/or replacing storm and water drainage systems.
- Oversees the repairing and cleaning of drainage wells, storm water lift stations, alum injection systems, and/or open drainage systems.
- Assists the director in estimating costs and recommendations modifications as needed using knowledge of construction principles and regulations pertinent to ditch maintenance operations.
- Researches drain records to obtain information about drainage ditches such as location of easements, drain maintenance work performed, and past or present problems.
- Inspects drainage construction projects in progress to ensure compliance with plans and specifications.
- Checks such items as proper grade, placement of pipes, materials used, soil type, joints, and constructed ditch maintenance activities.
- Supervises clearing and grubbing activities including the removal and disposition of roots, stumps, stubs, logs, and other timber occurring within the grubbing limits
- Performs other related duties as assigned.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties functions.

EDUCATION and/or EXPERIENCE

- A two (2) year associate degree from an accredited university or college in construction management or related field and;
- Two (2) ears experience in the planning, design, and maintenance of drainage system is desired.
- Experience and education may be substituted for one another.
- Substantial experience can be substituted for the required college education.

CERTIFICATES, LICENSES, REGISTRATIONS

- Employee must have a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's Insurance carrier.

OTHER SKILLS AND ABILITIES

- Knowledge of drainage system design, construction, and/or maintenance practices and standards including construction equipment and materials, pertinent codes, statutes, regulations, and laws affecting assigned projects.
- Ability to effectively supervise the work of others, establish and maintain effective work relationships with other supervisor staff, employees, outside agencies, and the general public.
- Skill in designing water, sanitary sewer, and drainage improvement projects.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel;

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee occasionally works near moving mechanical parts, outside weather conditions and is occasionally exposed to fumes or airborne particles and hazardous materials. Employee is frequently exposed to solar radiation when carrying out essential duties.

The noise level in the work environment is usually moderate to loud.

SAFETY REQUIREMENTS:
Maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting and standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all department's safety regulations.

HIDALGO COUNTY
DEPARTMENT

Precinct No. 4

Job Title: Engineering Technician II **FLSA Status:** Non-Exempt

Department: 124 **Civil Service Status:** Non-Exempt

JOB SUMMARY

Under direction, the Engineering Technician II performs complex responsible sub-professional civil engineering work in support of the department activities; and other related work as required. Supervisor provides occasional instructions; advice, answers questions when necessary, and reviews work occasionally upon completion. A registered professional Engineer or Designer supervises design activity. Employee must have ability to perform effectively with little supervision in various work situations having deviations and irregularities; must be able to interpret engineering field data and incorporate such data into design plans; ability to plan and supervise the work of lower level aides

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Performs calculations and drafting for design work; includes production of quantity summaries, hydraulic studies, roadway design plans, utility studies, right-of-way maps, traffic control, lighting/signal plans.
- Uses AutoCAD software to prepare & draft engineering plans and profiles; draw charts on statistical data, and update & revise storm, water and base maps and other maps such as beard maps, annexation maps, master atlas and address maps.
- May use Civil/Survey, Earthworks, Design, DTM, COGO, and other interactive graphics design programs.
- Provides information to the public regarding utilities, easements, fences, right-of-way addresses and flood zones.
- Learns additional automated design tools.
- Prepares and drafts engineering plans and profiles, both computerized and free hand.
- May review own work and work done by others in the section for drafting and calculation errors.
- Performs surveys and field work such as inspecting; prepares field notes; designing of presentation maps for other departments
- Works on the reproduction of plans; record keeping of plans. May file and make copies; updates and arranges filing systems.
- Information research for other departments, including utilities, right-of-way, structural, architectutal, and mechanical information.
- Writes general notes, specifications, and special provisions.
- May attend specialized design schools.
- May schedule, coordinate and prepare plans and documents for public hearings.
- Ability to work well with others.

ESSENTIAL DUTIES AND RESPONSIBILITIES (CONT.)

- Regular attendance is a must.
- Performs such other duties as may be assigned.

QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. These requirements listed below are representative of the knowledge skill, and ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Must have background knowledge of using AUTOCAD software and preparation of design plans. Knowledge of other equipment use includes printers and plotters, calculator, drafting tools, copier, surveying instrument, and measuring equipment. Must also have some background knowledge on Subdivision Rules and Regulations and preparation of Subdivision plans.

EDUCATION and/or EXPERIENCE

High School diploma and an Associate Degree from a Technical Institute, CAD intermediate level certification and 4 years experience in Computer Aided Drafting and Civil Engineering design

CERTIFICATES, LICENSES, REGISTRATIONS

- Employee must have proof of a current valid Texas Motor Vehicle Operators license and current liability insurance.
- Must be able to be insured by the County's insurance carrier.

OTHER SKILLS AND ABILITIES

- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS

The Physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is required to sit and talk or hear. The employee is required to stand; walk; use hands to finger, handle or feel objects, tools or controls, reach with hands and arms and stoop or kneel.

The employee must occasionally lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while accommodations may be made to enable individuals with disabilities to perform the

essential functions.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS

Maintain physical condition appropriate to the performance of assigned duties and responsibilities, which may include the following:

- Sitting for extended periods of time
- Operating assigned equipment.

Maintain mental capacity, which permits:

- Making sound decisions and using good judgment
- Handling financial affairs effectively and honestly
- Maintaining confidentiality
- Demonstrating intellectual capabilities.

Effectively handle a work environment and conditions, which involve:

- Working closely with others
- Working in a multi-task environment.

Maintain effective audio-visual discrimination and perception needed for:

- Making observations
- Reading and writing
- Operating assigned equipment
- Communicating with others.

ACCIDENT PREVENTION PROGRAM

Required to follow all departments' safety regulations.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County Precinct #4 - 124 **DATE:** 03/23/2011

CURRENT POSITION TITLE: N/A **CURRENT SLOT. #:** ~~N/A~~ 032

REQUESTED POSITION TITLE: Program Manager
(For new positions or reclassifications)

REQUEST FOR:

☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 0 (Current Budgeted Salary) $ 58,888.00 (Proposed Budgeted Salary) $ 58,888.00 (Net Change)

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☑
Non-Exempt	☑	Non-Exempt	☐
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Assists in the planning, implementing, coordinating, monitoring and evaluation of Precinct 4 Drainage Improvement Projects.

NEW POSITION: Brief job description and attach a copy of the new job description.

See attached

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	03/23/2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	3/24/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County Pct 4 - DIP 124

DATE: 03/23/11

CURRENT POSITION TITLE: Assistant Director of Constructio n

CURRENT SLOT. #: 0002

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Delete Poistion

POSITION SALARY REQUEST:

NO. OF POSITIONS	CURRENT BUDGETED SALARY	PROPOSED SALARY (GRADE & STEP)		NET CHANGE
ONE (1)	$47,250.00	$0	$	($47,250.00)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☒ Other N/A

POSITION TYPE:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

$ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	X	Exempt	X
Non-Exempt		Non-Exempt	
N/A			

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Department no longer requires this position.

NEW POSITION: Brief job description and attach a copy of the new job description.

See attached

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	03/23/2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County Pct 4 - DIP 124

DATE: 03/23/11

CURRENT POSITION TITLE: Engineering Technician II

CURRENT SLOT. #: 0024

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Delete Poistion

POSITION SALARY REQUEST:

ONE (1)	$39,083.00	$0	$ ($39,083.00)
NO. OF POSITIONS	CURRENT BUDGETED SALARY	PROPOSED SALARY (GRADE & STEP)	NET CHANGE

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☒ Other N/A

POSITION TYPE:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Department no longer requires this position.

NEW POSITION: Brief job description and attach a copy of the new job description.

See attached

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	03/23/2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	3/24/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

AI-25884 **19.4.**

Transfer 3 TV's from Sheriff's Abandon and Unclaim list #34 to District Attorney Office

CC REGULAR

Date:	03/28/2011
Submitted By:	Lisa Vela, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Pursuant to an informal request by District Attorney's office, approval to transfer three (3) TV's, from Sheriff's Abandoned and Unclaimed property to the District Attorney's Office for the purpose of courtroom use.

BACKGROUND

Under Local Gov't Code, 263.152.(a)(1)
Abandon and Unclaimed Property List #34, was previously approved to advertise on 11-09-2010 (Refer to AI-23807).
Then approved to auctioned on 02-08-2011 (Refer to AI-25096).

Transfer will consist of the following:
1. 50" LG Flat Screen TV - Serial No. 909RMCJ330667
2. 50" LG Flat Screen TV - Serial No. 90TVRMOK305388
3. 43" LG TV - Serial No. 608MX0A2F588

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

Link: 3 TV's from Seriff's to DA's

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/23/2011 12:13 PM	APRV
2	Budget & Management	Erika Zamora	03/23/2011 12:47 PM	APRV
3	Sylvia Solis	Sylvia Solis	03/23/2011 02:02 PM	APRV
4	Auditor's Office		03/25/2011 07:32 AM	NEW

Form Started By: Lisa Vela Started On: 03/22/2011 01:53 PM

AI-25877 **19.5.**

Prof. Consulting Serv.-Assist, Assess, Review & Facilitate County's Revenue & Expenditure Efficiencies

CC REGULAR

Date:	03/28/2011
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Yolanda Velasquez
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

a. Discussion and action on recommendation by Purchasing Department to reject proposals received and and approval to re-advertise procurement packet with modifications: such as, awarding the project as a Master Agreement and deciding as to County's preference for a fee structure to coincide with specific project assignment basis through a work authorization format;

b. Designation and assignment of grading committee for project;

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact at this time.
General funding source would need to be identified and thereafter funded for each WA.

Attachments

Link: PARTICIPATION LOG-ACCEPTANCE SHEET

Link: E-MAIL FROM MARTY

Link: MARTY'S EMAIL

Link: packet

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	03/24/2011 12:59 PM	APRV
2	Budget & Management	Erika Zamora	03/24/2011 01:05 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	03/24/2011 04:01 PM	APRV
4	Auditor's Office		03/25/2011 07:32 AM	NEW

Form Started By: Marty Salazar — Started On: 03/22/2011 10:17 AM

Final Approval Date: 03/25/2011

FEB 28 2011
0.J. 2:09pm

ORIGINAL

TF #2011-114

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM – INITIAL PAGE

	DEPARTMENT NAME	DEPT. NO.	LOCATION
TRANSFER ~~TO~~: From	Hidalgo County Sheriff's Office	280	Edinburg, TX
TRANSFER ~~FROM~~: To:	District Attorney's Office	080	100 N. Closner, 3rd Floor, Edinburg, TX 78539

CONTACT PERSON (PRINT) ROY CAZARES CONTACT # 318-2300 FAX # 318-2078

FIXED ASSET DIVISION USE ONLY

DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO / VIN	CURRENT CONDITION	FUND NO.	COST	P/U	LOC
LG Plasma 50" TV –Model No. -509S60-UA Case No. 10-12588	53052	909RMCJ330667	G	1100	$ 899.99		
LG Plasma 50" TV –Model No. -50PQ30-UA Case No. 10-2588	53053	90TVRMOK305388	G	1100	899.99		
LG 42"TV – Model No. – 42LC2D-UD Case No. 10817	53054	608MX0A2F588	G	1100	888.00		

NOTE: This is from Sheriff's Dept. 2nd floor. This is to be added to Asset List # 13 Rec'd 3/9/11

POSTED

*JUSTIFICATION FOR TRANSFER OF PROPERTY: Item will be used in the different courtrooms for displaying on evidence (photos, videos).

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

	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent:	Marty Salazar	Marty Salazar	3/4/11
Contact Person transferring Item(s) out:	Rene Guerra	Rene Guerra	
Person receiving Item(s) described equipment for our department/office:			
Reviewed & Processed by FA Division	Juan Alvarado	Juan M. Alvarado	3/8/11

RECEIVED MAR 04 2011

Fixed Assets Division Use Only

FROM	TO	TO BE INITIALED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM PREMISES
DEPT. NO.	DEPT. NO.	Initial / Date
AMOUNT.	AMOUNT.	EFFECTIVE DATE: 02/02/2009

Please Submit Original Only (To Purchasing Department-
Hidalgo County Administration Building – 2812 S. Business 281, Edinburg, TX 78539

3-7-2011

HIDALGO COUNTY SHERIFF'S OFFICE
AUCTION # 34

PURSUANT TO ARTICLE 18/17 . T.C.C.P.. THE HIDALGO COUNTY SHERIFF'S OFFICE IS HEREBY GIVING NOTICE TO OWNERS OF THE ABANDONED AND UNCLAIMED PROPERTY LIST BELOW, THAT IF SUCH PROPERTY IS NOT CLAIMED WITHIN THREE (3) MONTHS FROM THE DATE OF THIS PUBLICATION, SUCH PROPERTY WILL BE SOLD.

THE PROPERTY WILL NOT BE RETURNED TO AN INDIVIDUAL WITHOUT PROOF OF OWNERSHIP AND A CASE REPORT ACCOMPANYING COPY OF POLICE REPORT FROM THE PROPER LAW ENFORCEMENT AGENCY MADE AT THE TIME OF THE OFFENSE. ANYONE WHO BELIEVES HIS OR HER PROPERTY MAY HAVE BEEN RECOVERED BY THE SHERIFF'S OFFICE SHOULD CONTACT THE EVIDENCE TECHNICIAN, MONDAY THROUGH FRIDAY, 8:00 TO 5:00 P.M. AT (956) 383-8114

1	Red portable air tank	07-16722
2	Kenwood amp	
3	Phillips DVD player	
4	PS2 game system	10-12588
5	Brn box with cotume jewelry	10-12588
6	PS2 game system	10-12588
7	Phillips CD player	10-12588
8	Lake wood fan	10-12588
9	Campbell air compressor	10-12588
10	50" LG flat screen tv	10-12588
11	50" LG flat screen tv	10-12588
12	Dish receiver	10-12588
13	DVD player Jensen	10-12588
14	Mongoose bike	10-19103
15	Sony DVD player	10-12588
16	Dell Laptop	10-10817
17	Power bass	10-12588
18	Toshiba laptop	
19	HP printer	10-12588
20	Music stand	10-12588
21	Pool stick	10-12588
22	XBOX 360 Sony PSP	10-10025
23	Brothers printer	10-12588
24	Zenith VHS DVD player	10-12588
25	Sun bean heater	10-12588
26	Canon player	10-12588
27	RCA theeatre receiver	10-12588
28	LG 43" TV	10-10817
29	Sony playstation system	10-12588
30	Sony cam recorder	10-12588
31	RYOBI weedeater	10-12588
32	Echo weedeater	10-12588
33	JVC stereo	10-12588
34	Apple Computer	10-10817

Art. 18.14. [331] [382] [370] EXAMINING TRIAL. The magistrate shall proceed to deal with the accused as in other cases before an examining court if he is satisfied there was good ground for issuing the warrant.

Amended by Acts 1973, 63rd Leg., p. 984, ch. 399, Sec. 2(E), eff. Jan. 1, 1974.

Art. 18.15. [332] [383] [371] CERTIFY RECORD TO PROPER COURT. The magistrate shall keep a record of all the proceedings had before him in cases of search warrants, and shall certify the same and deliver them to the clerk of the court having jurisdiction of the case, before the next term of said court, and accompany the same with all the original papers relating thereto, including the certified schedule of the property seized.

Amended by Acts 1973, 63rd Leg., p. 985, ch. 399, Sec. 2(E), eff. Jan. 1, 1974.

Art. 18.16. [325] [376] [364] PREVENTING CONSEQUENCES OF THEFT. Any person has a right to prevent the consequences of theft by seizing any personal property that has been stolen and bringing it, with the person suspected of committing the theft, if that person can be taken, before a magistrate for examination, or delivering the property and the person suspected of committing the theft to a peace officer for that purpose. To justify a seizure under this article, there must be reasonable ground to believe the property is stolen, and the seizure must be openly made and the proceedings had without delay.

Amended by Acts 1973, 63rd Leg., p. 985, ch. 399, Sec. 2(E), eff. Jan. 1, 1974; Acts 2001, 77th Leg., ch. 109, Sec. 2, eff. Sept. 1, 2001.

Art. 18.17. [332A] DISPOSITION OF ABANDONED OR UNCLAIMED PROPERTY. (a) All unclaimed or abandoned personal property of every kind, other than contraband subject to forfeiture under Chapter 59 of this code and whiskey, wine and beer, seized by any peace officer in the State of Texas which is not held as evidence to be used in any pending case and has not been ordered destroyed or returned to the person entitled to possession of the same by a magistrate, which shall remain unclaimed for a period of 30 days shall be delivered for disposition to a person designated by the municipality or the purchasing agent of the county in which the property was seized. If a peace officer of a municipality seizes the property, the peace officer shall deliver the property to a person designated by the municipality. If any other peace officer seizes the property, the peace officer shall deliver the property to the purchasing agent of the county. If the county has no purchasing agent, then such property shall be disposed of by the sheriff of the county.

(b) The county purchasing agent, the person designated by the municipality, or the sheriff of the county, as the case may be, shall mail a notice to the last known address of the owner of such property by certified mail. Such notice shall describe the property being held, give the name and address of the officer holding such property, and shall state that if the owner does not claim such property within 90 days from the date of the notice such property will be disposed of and the proceeds, after deducting the reasonable expense of keeping such property and the costs of the disposition, placed in the treasury of the municipality or county

giving the notice.

(c) If the property has a fair market value of $500 or more and the owner or the address of the owner is unknown, the person designated by the municipality, the county purchasing agent, or the sheriff, as the case may be, shall cause to be published once in a paper of general circulation in the municipality or county a notice containing a general description of the property held, the name of the owner if known, the name and address of the officer holding such property, and a statement that if the owner does not claim such property within 90 days from the date of the publication such property will be disposed of and the proceeds, after deducting the reasonable expense of keeping such property and the costs of the disposition, placed in the treasury of the municipality or county disposing of the property. If the property has a fair market value of less than $500 and the owner or the address of the owner is unknown, the person designated by the municipality, the county purchasing agent, or the sheriff may sell or donate the property. The person designated by the municipality, the purchasing agent, or the sheriff shall deposit the sale proceeds, after deducting the reasonable expense of keeping the property and costs of the sale, in the treasury of the municipality or county selling or donating the property.

(d) The sale under this article of any property that has a fair market value of $500 or more shall be preceded by a notice published once at least 14 days prior to the date of such sale in a newspaper of general circulation in the municipality or county where the sale is to take place, stating the general description of the property, the names of the owner if known, and the date and place that such sale will occur. This article does not require disposition by sale.

(e) The real owner of any property disposed of shall have the right to file a claim to the proceeds with the commissioners court of the county or with the governing body of the municipality in which the disposition took place. A claim by the real owner must be filed not later than the 30th day after the date of disposition. If the claim is allowed by the commissioners court or the governing body of the municipality, the municipal or county treasurer shall pay the owner such funds as were paid into the treasury of the municipality or county as proceeds of the disposition. If the claim is denied by the commissioners court or the governing body or if said court or body fails to act upon such claim within 90 days, the claimant may sue the municipal or county treasurer in a court of competent jurisdiction in the county, and upon sufficient proof of ownership, recover judgment against such municipality or county for the recovery of the proceeds of the disposition.

(f) For the purposes of this article:

(1) "Person designated by a municipality" means an officer or employee of a municipality who is designated by the municipality to be primarily responsible for the disposition of property under this article.

(2) "Property held as evidence" means property related to a charge that has been filed or to a matter that is being investigated for the filing of a charge.

(g) If the provisions of this section have been met and the property is scheduled for disposition, the municipal or county law enforcement agency that originally seized the property may request and have the property converted to agency use. The agency at any time may transfer the property to another municipal or county law enforcement agency for the use of that agency. The agency last using the property shall return the property to the person designated by the municipality, county purchasing agent, or sheriff, as the case may be, for disposition when the agency has completed the intended use of the property.

(h) If the abandoned or unclaimed personal property is money, the person designated by the municipality, the county

purchasing agent, or the sheriff of the county, as appropriate, may, after giving notice under Subsection (b) or (c) of this article, deposit the money in the treasury of the municipality or county giving notice without conducting the sale as required by Subsection (d) of this article.

(i) While offering the property for sale under this article, if a person designated by a municipality, county purchasing agent, or sheriff considers any bid as insufficient, the person, agent, or sheriff may decline the bid and reoffer the property for sale.

(j) Chapters 72, 74, 75, and 76, Property Code, do not apply to unclaimed or abandoned property to which this article applies.

Amended by Acts 1967, 60th Leg., p. 1737, ch. 659, Sec. 15, eff. Aug. 27, 1967; Acts 1973, 63rd Leg., p. 985, ch. 399, Sec. 2(E), eff. Jan. 1, 1974; Acts 1987, 70th Leg., ch. 1002, Sec. 1, eff. Sept. 1, 1987; Acts 1989, 71st Leg., 1st C.S., ch. 12, Sec. 4, eff. Oct. 18, 1989; Acts 1991, 72nd Leg., ch. 254, Sec. 1, eff. June 5, 1991; Acts 1993, 73rd Leg., ch. 157, Sec. 1, eff. Sept. 1, 1993; Acts 1993, 73rd Leg., ch. 321, Sec. 1 to 4, eff. May 28, 1993; Acts 1995, 74th Leg., ch. 76, Sec. 3.01 to 3.05, eff. Sept. 1, 1995; Acts 2001, 77th Leg., ch. 402, Sec. 18, eff. Sept. 1, 2001.

Art. 18.18. DISPOSITION OF GAMBLING PARAPHERNALIA, PROHIBITED WEAPON, CRIMINAL INSTRUMENT, AND OTHER CONTRABAND. (a) Following the final conviction of a person for possession of a gambling device or equipment, altered gambling equipment, or gambling paraphernalia, for an offense involving a criminal instrument, for an offense involving an obscene device or material, for an offense involving child pornography, or for an offense involving a scanning device or re-encoder, the court entering the judgment of conviction shall order that the machine, device, gambling equipment or gambling paraphernalia, instrument, obscene device or material, child pornography, or scanning device or re-encoder be destroyed or forfeited to the state. Not later than the 30th day after the final conviction of a person for an offense involving a prohibited weapon, the court entering the judgment of conviction on its own motion, on the motion of the prosecuting attorney in the case, or on the motion of the law enforcement agency initiating the complaint on notice to the prosecuting attorney in the case if the prosecutor fails to move for the order shall order that the prohibited weapon be destroyed or forfeited to the law enforcement agency that initiated the complaint. If the court fails to enter the order within the time required by this subsection, any magistrate in the county in which the offense occurred may enter the order. Following the final conviction of a person for an offense involving dog fighting, the court entering the judgment of conviction shall order that any dog-fighting equipment be destroyed or forfeited to the state. Destruction of dogs, if necessary, must be carried out by a veterinarian licensed in this state or, if one is not available, by trained personnel of a humane society or an animal shelter. If forfeited, the court shall order the contraband delivered to the state, any political subdivision of the state, or to any state institution or agency. If gambling proceeds were seized, the court shall order them forfeited to the state and shall transmit them to the grand jury of the county in which they were seized for use in investigating alleged violations of the Penal Code, or to the state, any political subdivision of the state, or to any state institution or agency.

(b) If there is no prosecution or conviction following seizure, the magistrate to whom the return was made shall notify in writing the person found in possession of the alleged gambling device or equipment, altered gambling equipment or gambling paraphernalia, gambling proceeds, prohibited weapon, obscene device or material, child pornography, scanning device or

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
REQUIREMENTS/RFP PACKETS
RFB-RFP-RFQ

PROPOSAL ACCEPTANCE DATE: MARCH 15, 2011 RFP ACCEPTANCE TIME: 9:30 A.M.

DEPARTMENT/RFP DESCRIPTION: HIDALGO COUNTY-PROFESSIONAL CONSULTANT SERVICES ASSIST-ASSESS REVIEW COUNTY'S REVENUE EFFICIENCIES" RFP NO.:2011-096-03-15-YZV

NAME OF VENDOR: COMPANY/FIRM	RFP REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1.Tony Sandoval	Email	arsandoval@email.com YZV	03/01/11	(Pending requested contact info;)
2.Brian Godinez	T/R	brian@gogogodinez.com YZV	03/01/11	TEL: 956-655-4655 (Pending requested contact info;)
3.Dannenbaum Engineering Co. Sandra Rodriguez Spence	Email	sandra.spence@dannenbaum.com	03/01/11	1109 Nolana, Ste. 208 McAllen, TX 78504 Tel: 956-682-3677
4. Consulting AJW Anita White	Email	consultingajw@aol.com YZV As per email dated 3/11/11 will not be responding	03/02/11	6924 E. Montana Place Denver, CO 80224 Tel: 303-917-9812
5.Prime Vendor INC. Bri Huxhold	Email	Bids11@prime-vendor.com YZV	03/02/11	4622 Cedar Avenue Ste 124 Wilmington NC 28403 Tel: 800-746-9554
6.JG Ortiz Consulting Juan Ortiz	Email	Cjortiz92@hotmail.com YZV	03/03/11	P.O. Box 1349 Weslaco, Texas 78596
7.Almy, Gloudemans, Jacobs & Denne Robert Denne	Email	rcdenne@gmail.com YZV As per email dated: 3/05/11 will not be responding	03/03/11	Chicago, IL (pending requested contact info;)
8.Animato Enterprise Strategies & Solutions (Barbara Grimm)	Email	Barbara_grimm@animato.com YZV	03/03/11	TEL: 214-561-2861 (pending requested contact info;)
9. Weaver Marketing Associate April Kleinwolterink	Email	April.kl@weaverllp.com YZV	03/03/11	12221 Merit Drive, Ste. 1400 Dallas, TX 75251 Tel: 972-490-1970
10. BidSimple,LLC Kim Whitley-Gaynor	Email	kim@bid-simple.com YZV	03/03/11	Tel: 512-541-4408
11. Blackmon Accounting LC Valerie Blackmon	Email	vblackmon@charter.net YZV	03/04/11	P.O. BOX 1364 Sikeston, MO 63801 Tel: 573-481-9777
12. Matrix Consulting Group Sandy Haynes	Email	shaynes@matrixcg.net YZV	03/04/11	721 Colorado Avenue Ste 101 Palo Alto, CA 94303 Tel: 650-858-0507
13.Orion Development Group Margaret Powers	Email	mpowers@odgroup.com YZV	03/04/11	177 Beach 116th St Rockaway Park, NY 11694 Tel: 800-510-2117

***VIA: BIDDER LIST MAIL OUT (BLM) E-MAIL (EM)**
TELEPHONE REQUEST (TR) IN PERSON (IP)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
REQUIREMENTS/RFP PACKETS
RFB-RFP-RFQ

PROPOSAL ACCEPTANCE DATE: MARCH 15, 2011 RFP ACCEPTANCE TIME: 9:30 A.M
DEPARTMENT/RFP DESCRIPTION: HIDALGO COUNTY-PROFESSIONAL CONSULTANT SERVICES ASSIST-ASSESS REVIEW COUNTY'S REVENUE EFFICIENCIES" RFP NO.:2011-096-03-15-YZV

NAME OF VENDOR: COMPANY/FIRM	RFP REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
14.Paul M. Vazaldua Jr.	TR/ Email	Paulv555@yahoo.com YZV	03/08/11	205 W. Iris McAllen, Texas 78502 Tel:956-451-6775
15.Ramsey Olivarez	Email	Ramsey.olivarez@wfsolutions.org YZV	03/10/11	(pending requested information)
16.Null-Lairson, PC E. Rhodes	Email	erhodes@null-lairson.com YZV	03/11/11	3411 Richmond Ave., Ste 500 Houston, Texas 77046 Tel: 713-621-1515
17. Salinas, Allen & Schmitt, LLP Rudy Salinas CPA	TR/ Email	rudy@sasllpcpa.com YZV	03/14/11	2300 W. Pike, Ste 201 Weslaco, Texas 78596 Tel: 956-968-2108

***VIA: BIDDER LIST MAIL OUT (BLM) E-MAIL (EM)**
TELEPHONE REQUEST (TR) IN PERSON (IP)

HIDALGO COUNTY PURCHASING DEPARTMENT

PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

PROPOSAL ACCEPTANCE DATE: MARCH 15, 2011	**PROPOSAL ACCEPTANCE TIME:** 9:30 A.M.

DESCRIPTION OF RFP: HIDALGO COUNTY - "PROFESSIONAL CONSULTANT SERVICES TO ASSIST, ASSESS, , REVIEW, AND FACILITATE THE COUNTY'S REVENUE AND EXPENDITURE EFFICIENCIES"

RFP NO: 2011-096-03-15-YZV	**BUYER:** Yolanda Velasquez

RFP	NAME OF COMPANY	ACKNOWLEDGEMENT RECEIPT
#1	Null-Lairson, PC.-Houston, Texas	√ Original/7CD's
#2	Godinez Communications-McAllen, Texas	√ Original/7CD's
#3		
#4		
#5		
#6		
#7		
#8		
#9		
#10		

From:	Martha Salazar
To:	ramon.garcia@co.hidalgo.tx.us; "Joel Quintanilla"; "The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2"; "The Honorable Jose M. Flores, Commissioner, Hidalgo County Precinct No. 3"; "Joseph Palacios"; valde.guerra@co.hidalgo.tx.us
Cc:	yolanda.chapa@co.hidalgo.tx.us; jennifer.longoria@co.hidalgo.tx.us; eduardo.gonzalez@co.hidalgo.tx.us; "Raul Lozano"; yoli.cisneros@co.hidalgo.tx.us; mona.parras@co.hidalgo.tx.us; "Norma Ceballos"; "Humberto Garza"; gloria.beltran@co.hidalgo.tx.us; monica.badillo@co.hidalgo.tx.us; "Yolanda Velasquez"; "Darlene Betancourt"; "Oscar Garza"; "Evangelina Garcia"
Subject:	Consultant for Revenue and Expenditure Assessments
Date:	Tuesday, March 22, 2011 11:06:27 AM
Importance:	High

To All:

We received two (2) proposals for the above captioned project. They are: Null Lairson, PC, Houston in Association with Burton-McCumber-Cortez, McAllen; and Godinez Communications, McAllen, Tx. In a preliminary review of the proposals, one particular point may result in the recommendation by Purchasing to reject and re-advertise this project. Each vendor is proposing the cost under a difference format. One is requesting an hourly fee/rate for services with expenses at a cost plus basis. The other vendor is proposing a lump sum (turnkey) amount inclusive of all expenses. This creates a dilemma as to how to fairly analyze the cost aspect of both on an equitable basis for the purpose of grading/evaluating the cost portion of the scoring sheet which is valued at 25 points. Neither firm is incorrect in approaching the financial aspect of the proposal as the County did not express any direction, instruction or requirement as to preference on a lump sum or hourly rates. In addition, the County listed the term of the agreement for one year with the County's sole option to renew for an additional one year. If re-advertised, CC can decide which way to request the cost portion of the proposal so as to result in the best interest of the County. An additional advantage to the re-advertising option would be as to the funding aspect of the project. This discussion will be on the next CC agenda as part of the assignment of a grading committee for project.

If you require any further information or assistance regarding this matter, please do not hesitate to contact me.

Yours truly,
Marty Salazar

Martha L. Salazar, **CPPB**
Hidalgo County Purchasing Agent
2812 S. Bus Hwy 281
Edinburg, Tx 78539
956-292-7000 Ext 4862
956-318-2629 Fax
martha.salazar@co.hidalgo.tx.us

From: Martha Salazar
To: "Yolanda Chapa"; valde.guerra@co.hidalgo.tx.us
Cc: "Yolanda Velasquez"; "Darlene Betancourt"; monica.badillo@co.hidalgo.tx.us
Subject: RE: Consultant for Revenue and Expenditure Assessments
Date: Tuesday, March 22, 2011 5:43:25 PM
Importance: High

As I stated in my e-mail, I think CC needs to make a determination on several issues before we re-advertise:
1) Since it appears that this consultant would be given more than one project to do, an hourly rate for the services plus expenses (if necessary) would probably be in our best interest to do;
2) Add a Work Authorization option so that each project would be separate;
3) This would in turn make the awarded contract a "Master Agreement" much like the engineers and each assignment would be given under Work Authorizations.
4) With each WA a time limit to accomplish the goal or scope of work would be included (with options to amend for legitimate and supported reasons) so as to reduce the overall cost of a project.

I think because this is a type of engagement we have not attempted before, I am not surprised that we didn't get all these needed tweaks on the first go round. Now at this point because this is a proposal, their "pricing" is not subject to open records until a contract is negotiated so if we reject the proposals, that aspect will not be known. The overall procurement still is has a "good framework, qualifications, scope of work, etc." but we did anticipate these issues.

Hopefully, this information will help you brief the Judge. If you need any other information or assistance, don't hesitate to call me.

Yours truly,

Marty S.

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR PROPOSAL w/Qualifications

"PROFESSIONAL CONSULTING SERVICES TO ASSIST, ASSESS, REVIEW, AND FACILITATE HIDALGO COUNTY'S REVENUE AND EXPENDITURE EFFICIENCIES IN VARIOUS PUBLIC AND PRIVATE SECTORS"

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

RFP w/Q NO: 2011-096-03-15

Hidalgo County is requesting sealed proposals with qualifications from qualified **"Professional Consulting Services"** in order to **Assist, Assess, Review, and Facilitate the County's Revenue and Expenditure Efficiencies in Various Public and Private Sectors** on an **"As Needed Basis"** as specified herein. Sealed proposals with qualifications will be accepted until **9:30 A.M., Tuesday, March 15, 2011. ANY RFP w/Q RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP/Q NO:2011-096-03-15

The Submittal Envelope Must Show the RFP w/Q Number, Name and Acceptance Date.

US Postal Mail address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The following outlines the Request For Proposal w/Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:

Hidalgo County is requesting that "Request For Proposal/Qualifications" be routed to Martha L. Salazar, CPPB, Purchasing Agent, at: 2802 South Business Hwy 281, New Administration Building, Edinburg, Texas 78539. All inquires must be directed to Hidalgo County Purchasing Agent, Martha L. Salazar. All responses will be distributed through Hidalgo County Purchasing Department.

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, March 09, 2011 at 5:00 P.M. at (956) 292-7612, and/or **BY EMAIL TO: yolanda.velasquez@co.hidalgo.tx.us** Responses will be sent to all applicants via facsimile by Friday, March 11, 2011. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful 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 complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSAL.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP/Q 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, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's, affidavit or that the (3) 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 PROPOSALS/QUALIFICATIONS:
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/Qualification (RFP/Q) 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 bidding 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 RFP/Q, 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 term of the contract will be for an initial period of one (1) year, with County's sole option to renew the "contract" for an additional one (1) year term.

The County has the option to extend for sixty (60) day grace period at the end of the contract for unforeseen delays on subsequent contract under the same rates, terms and conditions, if applicable.

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

SECTION II RFP w/Q REQUIREMENTS

REQUEST FOR PROPOSAL:
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.

CONTENTS:
The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

SCOPE OF PROJECT:
The County of Hidalgo is seeking a consultant to assist, assess, review, and facilitate the County's revenue and expenditure efficiencies. These firms would specialize in the government and public sector projects, with experience, specifically in South Texas.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

PROPOSERS QUALIFICATIONS:
The County of Hidalgo is seeking to contract with competent, qualified **"Consultant"** that has had experience in, but not limited to, the following areas:

1. **Experience in local-area government/business relations and representation.** A minimum of three (3) years experience with local-area government jurisdictions, aka, political subdivisions as a consultant providing similar (if not identical) services; Five examples of work product/deliverables produced for other entities are required preference to Counties, Cities and/or School Districts;
2. **Experience in local-area government/business relevant to county revenue and expenditure efficiencies, private sector(s) and other sources;**
3. Must have work experience in building and planning skills. Provide at least three samples that demonstrate same;
4. **Knowledge of Texas County/Local Government, including knowledge of applicable statutes/regulations.**
5. Must have appropriate staffing to undertake and conduct multiple projects engaged in a timely manner through resumes. **The firm must provide an organization chart for the project and a summary paragraph of the project work to be performed by each proposed staff member.**
6. Excellent financial-related background. Confirmation of financial stability will be requested by County;
7. Effective communication skills, both verbal and written; Provide a minimum of three examples that demonstrate same;
8. Excellent skills and abilities to compile, obtain, gather and analyze financial data and information; Provide a minimum of three examples that demonstrate analytical skills which benefited the entity;

Additionally, this section should include a description of firm's project personnel, and their

most recent similar projects. At least three (3) Firm Projects, a client contract name and phone number should be included for reference purposes. Additionally, the names personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

REQUIRED LICENSE/CERTIFICATIONS AND SUBMITTAL (IF APPLICABLE): This section will contain any licenses and certifications as required by HIDALGO COUNTY and/or pertinent to the services to be provided. An affirmative statement should be included that the consultant and assigned staff are properly registered to practice in the state of Texas.

SCOPE OF SERVICES:

Hidalgo County is requesting proposals from experienced, qualified professional consultants in order to provide consulting services required to assist, assess, review, and facilitate the county's revenue and expenditure efficiencies. The **"Consultant To Assist, Assess, Review, and Facilitate the County's Revenue and Expenditure Efficiencies in Various Public and Private Sectors"** contract will encompass all project-related services to the County of Hidalgo including, but not limited to, the following:

a. Plan, prepare and coordinate presentations for County Officials/Representatives relating to County's revenue and expenditure efficiencies on a weekly, monthly and/or quarterly; (or as requested by County Commissioner's Court)
b. Coordinate with the County to jointly develop strategies relating to County's revenue and expenditure efficiencies;
c. Assist with providing appropriate input on any studies identifying concerns that impact the County relating to county's revenue and expenditure efficiencies;
d. Determine and communicate the various impacts to the County of any and/or such concerns relating to county revenue and expenditure efficiencies;
e. Cooperate and coordinate fully with the County Commissioners' Court, the professional and administrative staffs of the County;
g. Report and consult to the County Commissioners as often as reasonably necessary;
h. Consultant will identify, define, and develop funding sources to support existing and planned program activities as well as coordinate the development, writing, and submission activities and programs.
i. Will be required to collect, analyze, and report data on the performance of program activities that are funded by public and private sources;
j. Consultant will entail researching county's revenue and expenditure efficiencies in various public and private sectors including communications, online technologies, public outreach, and awareness.
k. Provide sound recommendations for addressing any current and long-term problems, including detailed recommendations to improve management and effectiveness through increased or decreased funding.
l. Submit a proposed schedule and tasks required to implement recommended changes.
m. Develop procedures for administering the proposed expenditure efficiencies.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires **one (1) original submittal and seven (7) CD's in PDF Format**.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer is to provide a fee proposal based on the scope of work and services.

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

SECTION III: SELECTION AND SCHEDULES

SELECTION PROCEDURES/EVALUATION CRITERIA:

The evaluation consists of a 100-point scoring system based on the Evaluation Criteria - Exhibit B. However, at the sole discretion of Commissioner's Court a presentation may be requested from the participating firm(s) that have scored at least 80 points in order to complete and finalize the ranking.

(A) The Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by Commissioner's Court) will review, score and evaluate the RFPs received in response to this Hidalgo County request for proposals/qualifications.

(B) After the RFP(S) have been reviewed, scored and evaluated, the committee will present a grid to the Hidalgo County Commissioner's Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1. EXPERIENCE/BACKGROUND - 30 POINTS

A. Experience in local-area government/business relevant to county revenue and expenditure efficiencies, private sector(s) and other sources. (10 pts)
B. Provides sufficient professional background. (5pts)
C. Experience in local-area governmental/business relations and representation.(5pts)
D. Knowledge of Texas County/Local Government, including knowledge of applicable statutes/regulations.(5pts)
E. Extent of experience.(5pts)

2. PROPOSER'S QUALIFICATIONS – 20 POINTS

A. Met minimum of three (3) years of responsible experience in local-area government/business;(10 pts)
B. Experience relevant to county revenue and expenditure efficiencies, private sector(s) and other sources; (10 pts)

3. COST – 25 POINTS

A. Provides the required services at a reasonable cost; (25pts)

4. CAPACITY OF PERFORMANCE – 25 POINTS

A. Provides appropriate evidence of adequate staffing. (5 pts)
B. Staffing level/experience of staff. (5pts)
C. Adequacy of resources to perform these services (5pts)
D. References with contact names and telephone numbers. (5pts)
E. Specific experience with public entity clients, especially local-area governments including problems experienced with those clients and Proposers solutions (5pts)

AI-25851 **19.6.**

Arbitrage Calculation Services

CC REGULAR

Date:	03/28/2011
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Selection/Assignment/Designation of Grading Committe to evaluate and score the Statements Of Qualifications received for RFQ NO: 2011-070-03-16-VYG-Arbitrage Calculation Services for Hidalgo County and HC Drainage District No. 1.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:**

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

BUDGETARY IMPACT:

Hidalgo County- 1-1100-415-19-115-020-0-339
$6,500.00 available funds as of 03/24/11. However, no funds are needed at this time.

Hidalgo County Drainage District No.- 12011-110-415-003-4-350

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Hidalgo County Drainage District No. 1 fiscal impact 2011-110-415-003-4-350. They are included in this project.

Attachments

Link: Participation and Tabulation Log

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/22/2011 01:20 PM	APRV
2	Budget & Management	Erika Zamora	03/22/2011 01:27 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	03/24/2011 10:01 AM	APRV
4	Auditor's Office		03/25/2011 07:32 AM	NEW

Form Started By: Vangie Garcia

Started On: 03/18/2011 10:32 AM

Final Approval Date: 03/25/2011

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUIREMENTS/RFQ PACKETS

IBF-RFP-RFQ-RFI

RFQ ACCEPTANCE DATE: MARCH 16, 2011 **RFQ ACCEPTANCE TIME: 9:30 A.M.**

DEPARTMENT/RFQ DESCRIPTION: "ARBITRAGE CALCULATION SERVICES-HIDALGO COUNTY and HIDALGO COUNTY DRAINAGE DISTRICT NO. 1"

RFQ NO: 2011-070-03-16-VYG

NAME OF BIDDER: COMPANY/FIRM, ADDRESS	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE, FAX No. & REPRESENTATIVE'S NAME
1. FirstSouthWest Attn: Lisa Duvall Lisa.duvall@firstsw.com	Emailed Fed Ex	VANGIE Y. GARCIA	02/24/11	325 North St. Paul Street, Suite 800 Dallas, Texas 75201-3852 (P) 214-953-8827 (F)214-953-4050
2. PFM Asset Management LLC Attn: Maryann Esposito ESPOSITOM@PFM.COM	Emailed Fed Ex	VANGIE Y. GARCIA	02/24/11	Two Logan Square-Suite 1600 1th and Arch Street Philadelphia, PA 19103 (P) 215-557-1276 (F)215-567-4180
3. Willdan Financial Services Attn: Arlen Romanelli aromanelli@willdan.com	Emailed Fed Ex	VANGIE Y. GARCIA	02/24/11	27368 Via Industria, Suite 110 Temecula, California 92590 (P) 951-587-3587 (F) 951-587-3510
4. Deloitte Tax LLP Attn: Andy Parker (682-667-6584) aparker@deloitte.com	Emailed Fed Ex	VANGIE Y. GARCIA	02/24/11	201 Main Street, Suite 1501 Fort Worth, Texas 76102-3134 (P) 817-347-3320 (f) 214-880-5599
5. Bond Logistixs Sandra Stallings sstallings@bixgroup.com	Emailed Fed Ex	VANGIE Y. GARCIA	02/24/11	2711 N. HASKELL-SUITE 2600 SW DALLAS, TEXAS 75204 (P) 214-989-2701
5. First Southwest Asset Management Attn: Bill Johnson Bill.johnson@firstsw.com	Emailed Fed Ex	VANGIE Y. GARCIA	02/24/11	325 NORTH ST. PAUL-SUITE 800 DALLAS TEXAS 75201 (P) 800-678-3792
7. Pinnacle Arbitrage Compliance Rachel Gonzalez rachel.gonzalez@bnymellon.com	Emailed Fed Ex	VANGIE Y. GARCIA	02/24/11	5400 LBJ FREEWAY, SUITE 1325 DALLAS, TEXAS 75240 (P) 214-580-1220 - (F) 214-580-3400
8. AMTEC –William Pascucci info@amteccorp.com	Emailed	VANGIE Y. GARCIA	02/24/11	998 FAIRMINGTON, SUITE 107 WEST HARVARD, CONNETICUT 06107 - (P) 888-999-8038
9. Arbitrage Compliance Specialist, Inc. Attn: Stephen H. Broden Stephen@RebateByACS.com	Emailed Fed Ex	VANGIE Y. GARCIA	02/24/11	5875 S. Quebec St. #205 Centennial, CO 80111 (P) 800-672-9993 (F) 303-867-7531
10. Avant Strategic Partners, LP Attn: Debbie Camacho camachod@avantsp.com	Emailed	VANGIE Y. GARCIA	02/25/11	10010 San Pedro, Suite 520 San Antonio, Texas 78216 (P) 210-979-0024
11. Prime Vendor Inc. Attn: Bri Huxhold bids11@prime-vendor.com	Emailed	VANGIE Y.GARCIA	03/02/11	4622 Cedar Avenue Suite 124 Wilmington, NC 28403 (P) 800-746-9554 (F) 800-746-8307

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY & HIDALGO COUNTY DRAINAGE DISTRICT #1

RFQ ACCEPTANCE DATE: MARCH 16, 2011	**RFQ ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF RFQ: ARBITRAGE CALCULATION SERVICES

RFQ NO: 2011-070-03-16-VYG

RFQ#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF STATEMENT OF QUALIFICATIONS	ADDENDUM
#01	First Southwest 325 North St. Paul Street, Suite 800 Dallas, Texas 75201	Yes	
#02	PFM Asset Management LLC Two Logan Square-18th & Arch Streets Suite 1600 Philadelphia, PA 19103	Yes	
#03	Arbitrage Compliance Specialists Inc. 2500 City West Boulevard #300 Houston, Texas 77042-3014	Yes	
#04	BLX AKA Bond Logistix 2711 N. Haskell Avenue Suite 2600 SW, Lockbox #35 Dallas, Texas 75204	Yes	
#05			
#06			
#07			
#08			
#09			
#10			

AI-25848 **19.7.**

Notice of Merger Beck Disaster Recovery, Inc. (BDR) to parent Company
CC REGULAR

Date:	03/28/2011
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Ratification of the merger notice received from Beck Disaster Recovery Services, Inc.-BDR (awarded vendor for the provision of Consulting-Debris Removal Monitoring And Related Disaster Recovery Services through-HGAC (C-10-230-05-25) with "Science Applications International Corporation-SAIC (also awarded vendor-HGAC) with effective date of said merger December 24, 2010 and will operate as a division of Science Applications International Corporation (SAIC).

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact on this agenda request, it is only for ratification of the merger request.

Attachments

Link: Beck Contract-C-10-230-05-25

Link: Merger Letter Request

Link: SAIC Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/22/2011 12:43 PM	APRV
2	Budget & Management	Erika Zamora	03/22/2011 01:26 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	03/24/2011 09:42 AM	APRV
4	Auditor's Office		03/25/2011 07:32 AM	NEW

Form Started By: Vangie Garcia — Started On: 03/17/2011 03:48 PM

Final Approval Date: 03/25/2011

APPROVED

AI-22793 **21.A.6.**

Amendment to Task Order No. 2010-1

CC REGULAR

Date: 09/07/2010
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Approval of an "Amendment" to Task Order No. 2010-1 with Beck Disaster Recovery, Inc. (approved by CC-07/27/10)to include the additional services as authorized by FEMA. Services to be provided under Task Order shall be in accordance with the terms and conditions of the Cooperative Purchasing Agreement between Beck Disaster Recovery, Inc. and Hidalgo County.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
This agenda item will have no budget impact. This is a request for approval of Amendment to Task Order No. 2010-1.

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-00-115-082-0-350
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
HURRICANE ALEX-OTHER SERVICES
FUNDS AVAILABLE AS OF 09/03/10. RC

Attachments

Link: Task Order No. 2010-1
Link: Amended Task Order No. 2010-1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/02/2010 05:26 PM	APRV
2	Budget & Management	Erika Zamora	09/03/2010 07:55 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	09/03/2010 08:52 AM	APRV
4	Auditor's Office	Linda Fong	09/03/2010 09:30 AM	APRV

Form Started By: Vangie Garcia Started On: 09/01/2010 05:05 PM
Final Approval Date: 09/03/2010

ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. **Hidalgo County**

~~no action~~ **1.** **Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

2.

~~no action a-c~~ **Presentation for discussion, consideration and action**
Including, but not limited to, the following items in connection with New Adult Detention Center:

a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage

b) Construction of additional pod(s)

c) Selection and engagement of an architect for the construction of additional pods

3.

~~no action a-c~~ Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:

a) Renovations of administration building

b) Other ongoing county owned building construction, renovation repair projects

c) Emergency situations occurring since last agenda meeting

4. AI-22791

~~approved~~ Approval of Request for Payment-Invoice No. 018804 in the amount of $29,030.00 submitted by Valtex Insulation, Co., awarded contractor for "Hidalgo County -Doors and Frames for Old Administration Building 3rd Floor Renovations" - (Contract #10-020A-04-20).

5. AI-22794

~~approved~~ a. Requesting approval of Amendment No. 3 to current contract between Hidalgo County and Easy Access, Inc. (C-09-040-09-22) to incorporate and reference original Exhibits of procurement packet for "Credit Card Payment Services";

~~approved~~ b. Authority to exercise the one (1) year term extension between Hidalgo County and Easy Access, Inc. for "Credit Card Payment Services". C-09-040-09-22, effective date: January 01, 2011.

6. AI-22793

approved Approval of an "Amendment" to Task Order No. 2010-1 with Beck Disaster Recovery, Inc. (approved by CC-07/27/10)to include the additional services as authorized by FEMA. Services to be provided under Task Order shall be in

accordance with the terms and conditions of the Cooperative Purchasing Agreement between Beck Disaster Recovery, Inc. and Hidalgo County.

B. Pct. 1

1. AI-22788

~~approved~~

Authority to purchase heavy machinery and/or equipment detailed herein from the following awarded vendor through Hidalgo County's participation/membership with TASB Buyboard Contract #292-08:

a. One (1) 6330 JD Standard Cab with a HX15 Rot Cut 540 mower - **$58,496.62;**
b. One (1) 7130 JD Standard Cab including: 28' Diamond Boom Mower & Accessories needed- **$ 102,579.58**

a combined total of **$161,076.20** (which includes pricing, delivery, TASB fees & warranty under-Project #2010-329-OGG.

2. AI-22757

approved

a. Approval to exercise the thirty (30) day written notice of termination (a provided in Article 14, Page 4 of 8 of agreement) of Contract No. C-10-009A-04-13-Javier Garza, dba, International Materials for "Hauling Services For All Road Materials" for Precinct No. 1; and

approved

b. Approval to award to the next low bidder Universal Truckers, Inc. (with a current Contract #C-10-009-04-13) meeting all specifications/requirements for the "Hauling Services For For All Road Materials" for Precinct No. 1(this project was a multiple award-approved by CC-04/13/10).

C. Pct. 2

1. AI-22814

all approved a- h

Discussion, consideration and action including, but not limited to, the following items in connection with Interlocal Cooperation Agreements for Cesar Chavez Drainage, Minnesota Drain and El Gato Road Improvement Projects:
a. Approval of "Order to Rescind Action" taken by CC-6/01/2010 #22/B/1/AI-21391 an Interlocal Cooperation Agreement between Hidalgo County and PSJA ISD;
b. Approval of Interlocal Cooperation Agreement Project, aka, Exhibit "C" - Sioux, Alamo and Cesar Chavez Roads for a drainage improvement Project;
c. Approval of Interlocal Cooperation Agreement between Hidalgo County, PSJA ISD and City of Alamo for Cesar Chavez Drainage Improvement Project located in the vicinity of Sioux, Alamo and Cesar Chavez Roads;
d. Approval to rescind action taken by CC-8/03/2010 #24/B/5/AI-22294 an Interlocal Cooperation Agreement between Hidalgo County and the City of San Juan in connection with the Minnesota Drainage Improvement Project;
e. Approval of Interlocal Cooperation Agreement Project, aka, Exhibit "C" - by Raul Longoria Road on the west, Nolana Loop on the south, Owassa Road on the north and Cesar Chavez of the east, aka, Minnesota Drainage Improvement Project;
f. Approval of Interlocal Cooperation Agreement between Hidalgo County and the City of San Juan in connection with Minnesota Road Improvement Project;
g. Approval of Interlocal Cooperation Agreement Project, aka, Exhibit "C" - El Gato Road from Tower to Alamo Roads Improvements;

TASK ORDER NO. 1
AMENDMENT NO. A

Contractor: Beck Disaster Recovery, Inc. (BDR)
Client: The County of Hidalgo (COUNTY)
Project: Public Assistance/Cost Recovery Services
Effective Date: August 10, 2010

The services to be provided under this Task Order shall be in accordance with the terms and conditions of the Cooperative Purchasing Agreement between BDR and COUNTY, dated June 29, 2010.

Description of Change:

Additional tasks to be completed: BDR will assist the County in damage assessment and developing FEMA Public Assistance grant applications (Project Worksheets) for Categories A-G emergency and permanent work.

It has been agreed to by County and BDR that this Task Order Amendment shall supersede Task Order No. 1.

Scope of Work:

The COUNTY and BDR agree BDR shall provide services associated with Grant Administration and Management Services as described in the Scope of Work attached as Exhibit A

Compensation:

The fee for the services under this Task Order will be based on the actual hours of services furnished multiplied by BDR's Billing Rates as set forth in Exhibit B of the Cooperative Purchasing Agreement. All non-labor related project cost (travel, per diem, lodging and mileage) will be billed to the COUNTY at cost without mark-up.

BDR anticipates utilizing the following positions with an initial not-to-exceed amount of $100,000.00:

Positions	Hourly Rates
Principal Contractor/Planner/Engineer/Scientist/Assessor/Analyst	$210.00
Project/Program Manager	$175.00
Public Assistance/Grant Management Contractor	$150.00
Assistant Planner/Engineer/Scientist/Assessor/Analyst	$95.00
Engineer/Analytical Aide	$75.00

Approved by:

BECK DISASTER RECOVERY, INC.

Signature: _____
Name: Betty Kamara
Title: Contract Administrator
Date: 9/21/10

THE COUNTY OF HIDALGO

Signature: _____
Name: René A. Ramirez
Title: Hidalgo County Judge
Date: _____

SCOPE OF SERVICES

Public Assistance/Cost Recovery Services

BDR will develop a comprehensive County-wide recovery strategy and plan following Hurricane Alex. BDR will identify funding sources available to the County as it pursues its long-term financial recovery. During this engagement BDR will assist the County in damage assessment and developing FEMA Public Assistance grant applications (Project Worksheets) for Categories A-G emergency and permanent work. Funding sources to be reviewed for funding eligibility include, but may not be limited to, the following:

- FEMA Public Assistance Program (FEMA-PA) – standard, alternate, improved, and mitigated projects
- FEMA 406 and 404 Hazard Mitigation Grant Programs (HMGP)
- Other Funding Sources

Upon activation of this task order, BDR will work with the County to identify damages eligible for grant funding, and prepare FEMA PA Project Worksheets for emergency work, monitor project and funding status, and prepare all applications for audit.

BDR is prepared to assist the County in whatever capacity is required to ensure comprehensive grant funding and maximized financial recovery. The tasks below focus on BDR's methodology regarding consultation with FEMA-PA as well as HMGP, and other programs.

BDR's team of financial recovery experts will help maximize the benefits and incentives of the identified grant programs. BDR will assist the County with a variety of financial recovery services including, but not limited to:

- Damage assessment
- Reconstruction & long-term infrastructure planning
- Eligibility consultation
- Project ranking
- Financial advisory
- Cash flow management
- Procurement assistance
- Benefit cost analysis
- Feasibility & effectiveness studies
- Site survey & legal description review
- Appraisal & valuation services
- Public outreach program
- Public meeting facilitation
- Negotiations
- Data management
- Document management
- Grant application development/preparation of Project Worksheets
- Project scoping
- Insurance adjusting/subrogation
- Contractor invoice reconciliation
- Regulatory compliance monitoring
- Compliance reporting
- Field documentation
- Interim and final inspections
- Eligibility appeals
- Grant closeout
- Staff augmentation
- Other financial management & cost recovery services as needed

BDR
An SAIC Company

TASK ORDER NO. 2010-1

Contractor: Beck Disaster Recovery, Inc. (BDR)
Client: Hidalgo County (COUNTY)
Project: Public Assistance/Cost Recovery Services
Effective Date: August _____, 2010

The services to be provided under this Task Order shall be in accordance with the terms and conditions of the Cooperative Purchasing Agreement between BDR and COUNTY, dated June 29, 2010.

Scope of Work:

The COUNTY and BDR agree BDR shall provide services associated with Grant Administration and Management Services as described in the Scope of Work attached as Exhibit A.

Compensation:

The fee for the services under this Task Order will be based on the actual hours of services furnished multiplied by BDR's Billing Rates plus reasonable non-labor expenses as set forth in Exhibit B of the Cooperative Purchasing Agreement.

BDR anticipates utilizing the following positions with an initial not-to-exceed amount of $100,000.00:

Positions	Hourly Rates
Principal Contractor/Planner/Engineer/Scientist/Assessor/Analyst	$210.00
Project/Program Manager	$175.00
Public Assistance/Grant Management Contractor	$150.00
Assistant Planner/Engineer/Scientist/Assessor/Analyst	$95.00
Engineer/Analytical Aide	$75.00

Approved by:

BECK DISASTER RECOVERY, INC.

Signature: _____
Name: Betty Kamara
Title: Contract Administrator
Date: _____

HIDALGO COUNTY

Signature: _____
Name: René A. Ramirez
Title: Hidalgo County Judge
Date: _____

SCOPE OF SERVICES

Public Assistance/Cost Recovery Services

BDR will develop a comprehensive County-wide recovery strategy and plan following Hurricane Alex. BDR will identify funding sources available to the County as it pursues its long-term financial recovery. During this engagement BDR will assist the County in damage assessment and developing FEMA Public Assistance grant applications for Category A and B emergency work. Funding sources to be reviewed for funding eligibility include, but may not be limited to, the following:

- FEMA Public Assistance Program (FEMA-PA) – standard, alternate, improved, and mitigated projects
- FEMA 406 and 404 Hazard Mitigation Grant Programs (HMGP)
- Other Funding Sources

Upon activation of this task order, BDR will work with the County to identify damages eligible for grant funding, and prepare FEMA PA Project Worksheets for emergency work, monitor project and funding status, and prepare all applications for audit.

BDR is prepared to assist the County in whatever capacity is required to ensure comprehensive grant funding and maximized financial recovery. The tasks below focus on BDR's methodology regarding consultation with FEMA-PA as well as HMGP, and other programs.

BDR's team of financial recovery experts will help maximize the benefits and incentives of the identified grant programs. BDR will assist the County with a variety of financial recovery services including, but not limited to:

- Damage assessment
- Reconstruction & long-term infrastructure planning
- Eligibility consultation
- Project ranking
- Financial advisory
- Cash flow management
- Procurement assistance
- Benefit cost analysis
- Feasibility & effectiveness studies
- Site survey & legal description review
- Appraisal & valuation services
- Public outreach program
- Public meeting facilitation
- Negotiations
- Data management
- Document management
- Grant application development
- Project scoping
- Insurance adjusting/subrogation
- Contractor invoice reconciliation
- Regulatory compliance monitoring
- Compliance reporting
- Field documentation
- Interim and final inspections
- Eligibility appeals
- Grant closeout
- Staff augmentation
- Other financial management & cost recovery services as needed

BDR
An SAIC Company

TASK ORDER NO. 2010-2

Contractor: Beck Disaster Recovery, Inc. (BDR)
Client: Hidalgo County (COUNTY)
Project: Disaster Debris Monitoring Damage Assessment Services
Effective Date: August _____, 2010

The services to be provided under this Task Order shall be in accordance with the terms and conditions of the Cooperative Purchasing Agreement between BDR and COUNTY, dated June 29, 2010.

Scope of Work:

The COUNTY and BDR agree BDR shall provide services associated with Disaster Debris Monitoring Damage Assessment Services as described in the Scope of Work attached as Exhibit A.

Compensation:

The fee for the services under this Task Order will be based on the actual hours of services furnished multiplied by BDR's Billing Rates plus reasonable non-labor expenses as set forth in Exhibit B of the Cooperative Purchasing Agreement.

BDR anticipates utilizing the following positions with an initial not-to-exceed amount of $120,000.00:

Positions	Hourly Rates
Field Project Manager	$95.00
Disposal Site Monitor	$40.00
Collection Monitor	$40.00
Data Manager	$65.00
Load Ticket Data Entry	$35.00
Project Coordinator	$35.00

Approved by:

BECK DISASTER RECOVERY, INC.

Signature: _____
Name: Betty Kamara
Title: Contract Administrator
Date: _____

HIDALGO COUNTY

Signature: _____
Name: René A. Ramirez
Title: Hidalgo County Judge
Date: _____

2301 LUCIEN WAY, SUITE 120, MAITLAND, FL 32757 t 321.441.8500 f 321.441.8501

SCOPE OF SERVICES

Disaster Debris Monitoring Services

BDR shall provide disaster debris monitoring services to include debris generated from the public rights-of-way, private property, drainage areas/canals, waterways, and other public, eligible, or designated areas. Specific services may include:

a) Coordinating daily briefings, work progress, staffing, and other key items with the County.

b) Selection and permitting of TDSRS locations and any other permitting/regulatory issues as necessary.

c) Scheduling work for all team members and contractors on a daily basis.

d) Hiring, scheduling, and managing field staff.

e) Monitoring recovery contractor operations, and making/implementing recommendations to improve efficiency and speed up recovery work.

f) Assisting the County with responding to public concerns and comments.

g) Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.

h) Entering load tickets into a database application.

i) Digitization of source documentation (such as load tickets).

j) Developing daily operational reports to keep the County informed of work progress.

k) Development of maps, GIS applications, etc. as necessary.

l) Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the County for processing.

m) Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by County staff and designated debris removal contractors.

n) Final report and appeal preparation and assistance.

Damage Assessment Services

BDR shall provide comprehensive damage assessment services to the County.

As a subsidiary of an international engineering and consulting firm, BDR possesses unique skills and resources to assist the County with a damage assessment inventory following a natural or manmade disaster. Our approach to damage assessment begins with the BDR project manager coordinating with the County's debris manager (or other assigned individual) to identify the specific damage assessment services requested (e.g. debris related, structures, utilities, etc.).

Debris Estimation: A key element of the damage assessment process is determining the quantities of debris created by the event throughout the County. In order to adequately plan and mobilize for a disaster debris recovery effort, it is critical to understand the potential quantities of debris that may be generated. BDR has found that rather than relying upon a single approach, a combination of debris estimating methodologies generally produces a more accurate estimate. Debris estimating methodologies that will be used by BDR include:

- U.S. Army Corp of Engineers Debris Estimating Model (this model is widely utilized and takes into account factors such hurricane category, population base, amount of vegetative cover, etc.);

- Drive-By Parcel Survey to estimate the average quantity of debris per parcel, then multiplying the debris per parcel figure by the total number of parcels (residential, commercial, or both) in the applicable jurisdiction;
- Flyover (to determine if the debris field is isolated in certain areas or widespread across the entire jurisdiction); and
- Personal estimates by BDR and debris contractors experienced in disaster recovery efforts.

Each of these approaches will be considered in developing an estimated debris volume in the County.

Critical Infrastructure Evaluation: BDR has trained engineers and construction managers on staff to assist the County in evaluating damages to critical infrastructure including facility and utility systems. BDR is also prepared to assist the County in assessing the habitability of structures. We can assist the County in preparing cost estimates for damages and identifying and implementing short-term solutions to facility and utility system issues.

AGENDA

CC REGULAR -EMERGENCY
HIDALGO COUNTY
COMMISSIONERS' COURT MEETING
June 29, 2010
11:15 A.M.

NOTICE is hereby given in accordance with Chapter 551.045 (b)(1) (media has been contacted), Texas Government Code, that a EMERGENCY MEETING DUE TO THE APPROACH OF HURRICANCE ALEX CAUSING ADVERSE WEATHER CONDITIONS WHICH POSE AN IMMINENT THREAT TO PUBLIC HEALTH AND SAFETY, a meeting of the Commissioners' Court will be held in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. Roll Call

2. Purchasing Department - Marty Salazar:
Notes:
A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. Hidalgo County

1. AI-21868

✓ Approval of the contract with BDR (Beck Disaster Recovery) Services, Inc. (awarded vendor by and through County's membership/participation with the Houston Galveston Area Council-HGAC) for the provision of Consulting-Debris Removal Monitoring and Related Disaster Recovery Services as approved for negotiations by CC on May 25, 2010.

3. Adjourn

APPROVED

AI-21868 **2.A.1.**

Approval-Consulting-Debris Removal Monitoring & Related Disaster Recovery Services Contract

CC REGULAR -EMERGENCY

Date: 06/29/2010

Submitted By: Marty Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Approval of the contract with BDR (Beck Disaster Recovery) Services, Inc. (awarded vendor by and through County's membership/participation with the Houston Galveston Area Council-HGAC) for the provision of Consulting-Debris Removal Monitoring and Related Disaster Recovery Services as approved for negotiations by CC on May 25, 2010.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Budgetary provisions would need to be addressed and appropriated.

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Marty Salazar Started On: 06/29/2010 07:18 AM

Final Approval Date: 06/29/2010

COOPERATIVE PURCHASING AGREEMENT
PROFESSIONAL PLANNING AND CONSULTING SERVICES

THIS AGREEMENT is made this the _____ **day of ~~July~~ June, 2010**, by and between the **HIDALGO COUNTY, TEXAS**, located at 100 E. Cano, Second Floor Edinburg, TX 78539 (hereinafter referred to as ("CLIENT") and **BECK DISASTER RECOVERY, INC.** (hereinafter referred to as ("CONTRACTOR"), located at 2301 Lucien Way, Suite 120, Maitland, FL 32751.

WHEREAS, the Houston-Galveston Area Council (HGAC) is a "Government-to-Government" procurement service for States, State Agencies, Local Governments Districts, Authorities, and qualifying Not-for-Profit Corporations.

WHEREAS, Beck Disaster Recovery, Inc., acting as an independent Contractor, is a Contractor with extensive experience in providing disaster management and recovery services and shall provide said services in a professional manner in accordance with the terms and conditions of this Agreement and the standards of care practiced by professionals performing similar services.

WHEREAS, the Client wishes to enter into an exclusive contractual agreement with Beck Disaster Recovery, Inc. to provide professional planning and consulting services in accordance with the HGAC Invitation to Bid No. EN06-10 dated February 8, 2010.

WHEREAS, the services provided include, but are not limited to, Security, Disaster Preparedness and Emergency Response & Recovery Services, and

WHEREAS, Beck Disaster Recovery, Inc. wishes to provide said services to Client in accordance with and as set forth in the Beck Disaster Recovery, Inc. proposal submitted to HGAC dated March 9, 2010 (See Exhibit A, Scope of Services and Exhibit B, Hourly Labor Rates), which exhibit is hereby incorporated and made a part of this Agreement.

NOW, THEREFORE in consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

1. **Scope of Services**: Contractor and Client agree Contractor will perform services associated with disaster preparedness and emergency response & recovery services as described in the Scope of Services attached as Exhibit A. Task Orders shall be issued for specific deliverables under this Agreement. Such deliverables to be provided by Contractor will be determined by Client and specified in writing on each Task Order prior to commencing work.

2. **Term**: The term of this Agreement shall begin on the date written above through May 31, 2013 with automatic annual renewals, unless either party elects to withdraw.

3. **Independent Contractor**: Contractor is an independent contractor and is not an employee of Client. Services performed by Contractor under this Agreement are solely for the benefit of the Client. Nothing contained in this Agreement creates any duties on the part of Contractor toward any person not a party to this Agreement.

4. **Standard of Care**: Contractor will perform services under this Agreement with the degree of skill and diligence normally practiced by professional engineers or Contractors performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.

5. **Changes/Amendments**: This Agreement and its exhibits constitute the entire agreement between the Parties and together with its exhibits supersede any prior written or oral agreements. This Agreement may not be amended, modified or changed except by written amendment executed by both Parties. The estimate of the level of effort, schedule and payment required to complete the Scope of Services, as Contractor understands it, is reflected herein. Services not expressly set forth in this Agreement or its exhibits are excluded. Contractor shall promptly notify Client if changes to the Scope of Services affect the schedule, level of effort or payment to Contractor and the schedule and payment shall be

equitably adjusted.

6. **Uncontrollable Forces**: Neither the Client nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, explosion, strike, transportation, or equipment delays, act of war, Act of God, lightning, epidemic, war, riot, civil disturbance, sabotage, acts of terrorism and governmental actions outside the control of the Client. The schedule or payment under the Agreement shall be equitably adjusted, if necessary, to compensate Contractor for any additional costs due to the delay.

   Neither party shall, however, be excused from performance if nonperformance is due to forces which are foreseeable, preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

7. **Fee for Services**: The fee for the services under this Agreement will be based on either a fixed fee basis or the actual hours of services furnished multiplied by Contractor's Billing Rates as set forth in Exhibit B, plus all reasonable expenses directly related to the services furnished under this Agreement.

8. **Compensation**: Contractor shall bear the costs of performing all services under this Agreement, as directed by the Client, plus applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and perform all services under this Agreement.

   Client shall pay Contractor in accordance with paragraph 7 above, "Fee for Services" (Exhibit B) which is attached and incorporated herein by reference as part of this Agreement.

   Contractor shall submit monthly invoice for services rendered.

   Client shall pay Contractor in U.S. dollars within thirty (30) days of receipt of invoices less any disputed amounts. If Client disputes any portion of the invoice, the undisputed portion will be paid and Contractor will be notified in writing, within ten (10) days of receipt of the invoice of the exceptions taken. Contractor and Client will attempt to resolve the payment dispute within sixty (60) days or the matter may be submitted to arbitration as provided below. Additional charges for interest shall become due and payable at a rate of one and one-half percent (1-1/2%) per month (or the maximum percentage allowed by law, whichever is lower) on the unpaid, undisputed invoiced amounts. Any interest charges due from Client on past due invoices are outside any amounts otherwise due under this Agreement. If Client fails to pay undisputed invoiced amounts within sixty (60) days after delivery of invoice, Contractor, at its sole discretion, may suspend services hereunder or may initiate collections proceedings, including mandatory binding arbitration, without incurring any liability or waiving any right established hereunder or by law.

   All invoices shall be delivered to:
   Martha L. Salazar, County Purchasing Agent
   2802 S. Business Hwy. 281
   Edinburg, TX 78539
   956.318.2626 Office
   956.318.2629 Fax
   martha.salazar@co.hidalgo.tx.us

In order for both parties herein to close their books and records, the Contractor will clearly state "Final Invoice" on the Contractor's final/last billing to the Client. Such statement shall serve as certification that all services have been properly performed and all charges and costs have been invoiced to the Client. Upon submission of the Final Invoice, Client's account with Contractor will be closed and any and other further charges if not properly included on the Final Invoice shall be considered waived by the Contractor.

9. **Indemnity**: Contractor shall save harmless the Client from all claims and liability due to activities of himself, his agents, or employees, performed under this contract and which to the extent result from an negligent act, error or omission of the Contractor or of any person employed by the Contractor. Contractor shall also save harmless the Client from all expenses, including attorney fees which might be incurred by the Client in litigation or otherwise resisting said claims or liabilities which might be imposed on the Client as result of such activities by the Contractor, his agents, or employees.

10. **Insurance**: During the performance of the Services under this Agreement, Contractor shall maintain the following insurance policies:

Worker's Compensation	Statutory
Employer's Liability	U.S. $1,000,000
Commercial General Liability	U.S. $1,000,000 per occurrence
	U.S. $1,000,000 aggregate
Comprehensive General Automobile	U.S. $1,000,000 combined single limit
Professional Liability	U.S. $1,000,000 per claim and in the aggregate

11. **Work Product**: Client shall have the unrestricted right to use the documents, analyses and other data prepared by Contractor under this Agreement ('Work Products'); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Contractor. If Client releases the Work Products to a third party without Contractor's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, (b) Contractor shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products and (c) Client shall indemnify, defend and hold Contractor harmless from any and all claims or damages related to the release, change or reuse.

12. **Limitation of Liability**: No employee of Contractor shall have individual liability to Client. To the extent permitted by law, the total liability of Contractor, its officers, directors, shareholders, employees and Subcontractors for any and all claims arising out of this Agreement, including attorneys' fees, and whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution, or indemnity claims based on third party claims, shall not exceed one million dollars (U.S. $1,000,000).

13. **No Consequential Damages**: In no event and under no circumstances shall Contractor be liable to Client for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion or otherwise or for any other economic, consequential, indirect or special damages.

14. **Information Provided by Others**: Client shall provide to Contractor in a timely manner any information Contractor indicates is needed to perform the services hereunder. Contractor may reasonably rely on the accuracy of information provided by Client and its representatives.

15. **Safety and Security**: Contractor has established and maintains programs and procedures for the safety of its employees. Unless specially included as a service to be provided under this Agreement, Contractor specially disclaims any authority or responsibility for job site safety and safety of persons other than Contractor's or Subcontractor's employees.

16. **Termination**: Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Client shall pay Contractor for all services rendered to the date of termination plus reasonable expenses for winding down the services. If either party defaults in its obligations hereunder, the non-defaulting party, after giving seven (7) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued, terminate this Agreement or suspend performance under this Agreement.

17. **Dispute Resolution**: Contractor and Client shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if resolution cannot be made to attempt to mediate the conflict by a professional mediator (except for payment disputes which may be submitted directly to arbitration). If mediation does not settle any dispute or action which arises under this Agreement or which relates in any way to this Agreement or the subject matter of this Agreement within ninety (90) days after either requests mediation, the dispute or conflict shall be subject to arbitration in English under the rules governing commercial arbitration as promulgated by the American Arbitration Association and arbitrability shall be subject to the Federal Arbitration Act.

18. **Successors and Assigns**: This Agreement is binding upon and will inure to the benefit of Client and Contractor and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.

19. **Notices**: Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

    Client:
    Rene A. Ramirez, County Judge
    Hidalgo County
    100 E. Cano, Second Floor
    Edinburg, TX 78539
    956.318.2600

    Contractor:
    Jon Hoyle, Vice President
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    2301 Lucien Way, Suite 120
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    With a copy to:
    Betty Kamara, Contract Administrator
    2301 Lucien Way, Suite 120
    Maitland, FL 32751
    407.803.2551
    bkamara@beckdr.com

20. **Severability:** The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

21. **Governing Law and Venue:** This Agreement shall be governed by and interpreted according to the laws of the State of Texas. The venue for any and all legal action necessary to enforce the Agreement shall be Galveston County. HIDALGO

22. **Access and Audits**: Contractor shall maintain adequate financial and program records to justify all charges, expenses, and costs incurred in estimating and performing the work under this Agreement for at least three (3) years following final payment to the Client as Federal Emergency Management Agency sub-grantee as required by FEMA's 322 Public Assistance Guide, page 114, as amended, or any similar regulation, policy, or document adopted by FEMA subsequent to the execution of this Agreement. The Client shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the Agreement. This information shall be made accessible at the Contractor's place of business to the Client, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction, and audit without restriction.

23. **Compliance with Laws**: In performance of the Services, Contractor will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards, and shall obtain all permits and licenses necessary to perform the Services under this Agreement at Contractor's own expense.

24. **Non-Discrimination:** The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

25. **Waiver:** A waiver by either the Client or Contractor of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

26. **Entirety of Agreement:** The Client and the Contractor agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the Client and Contractor pertaining to the Services, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

27. **Modification:** The Agreement may not be modified unless such modifications are evidenced in writing and signed by both the Client and Contractor. Such modifications shall be in the form of a written Amendment executed by both parties.

28. **Contingent Fees:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

29. **Truth-in-Negotiation Certificate:** Execution of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

30. **Confidentiality:** No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the Contractor under this Agreement shall be made available to any individual or organization by the Contractor without prior written approval of the Client.

31. **Miscellaneous:** Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Contractor, were mutually negotiated and that but for the inclusion of the limitation of liability clause in the Agreement, Contractor's compensation for services would otherwise be greater and/or Contractor would not have entered into the Agreement.

    In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.

32. **Counterparts**: This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

IN WITNESS WHEREOF, the Contractor has caused this Agreement to be signed in its corporate name by its authorized representative, and the Client has caused this Agreement to be signed in its legal corporate name by persons authorized to execute this Agreement as of the day and year first written above.

CONTRACTOR:
BECK DISASTER RECOVERY, INC.

By: ~~Betty Kumara~~ John Bori
Title: ~~Contract Administrator~~ DIRECTOR - POST DISASTER PROGRAMS

ATTEST:

CLIENT:
HIDALGO COUNTY, TEXAS

By:
Title:

ATTEST:

EXHIBIT A
SCOPE OF SERVICES

Service Offerings

BDR, along with our affiliate company R.W. Beck, Inc. and parent company SAIC have access to the full gamut of personnel with key expertise in relevant topic areas described in the HGAC RFP. Collectively, our team offers services in all areas of Security, Disaster Preparedness and Emergency Response & Recovery. We have included a strong representation of our services offerings and project profiles on the following pages.

Emergency Management Consulting

Unlike many emergency management firms whose focus is solely on planning, ***BDR is a full-service emergency management firm that works in all phases of emergency management.***

When a major incident occurs, the impact sends shockwaves around the globe. All eyes are on the event and the level of scrutiny is overwhelming. As an experienced leader in the emergency management industry, BDR knows what it takes to not only respond effectively, but also initiate recovery activities almost simultaneously, while maintaining transparency for the public and elected officials.

We are better planners because of our active involvement in response and recovery efforts. We develop realistic plans that can be effectively implemented during a response.

BDR works with organizations across the country in jurisdictions that face a variety of threats and hazards, from dense urban areas susceptible to security threats, to coastal communities prone to hurricanes. For that reason, the firm maintains a multi-disciplinary staff with backgrounds and experience in emergency management, hazardous materials response and recovery, public health and healthcare planning, transportation and evacuation, all-hazards mitigation, disaster resiliency and readiness planning and response and recovery, among others. In fact, collectively, BDR has subject matter expertise in 36 different areas. This breadth and depth of emergency preparedness professionals distinguishes BDR from other firms and allows us to provide the full range of planning and program execution services.

Table D-1: Emergency Management Consulting Services

Service Offering	Description
Hazard Mitigation Planning	Hazard mitigation planning is the effort used to establish mitigation goals and objectives, identify projects that enable the jurisdiction to prepare for and reduce the impacts of a disaster.
Emergency Operations Planning	The planning effort consisting of a basic plan, emergency support functions and incident-specific appendices that address: direction and control, communications, public warning, emergency public information, evacuation, mass care, health and medical, resource management, etc. The goal is to ensure that appropriate plans are in place to identify, prepare for and reduce the risk of natural, technological and man-made disasters, including terrorism.
Continuity of Operations (COOP) Planning	The business continuity planning effort for an organization to ensure that the capability exists to continue essential agency functions across a wide range of emergencies. A COOP is designed to plan for denial of access to a facility, denial of service due to equipment or systems failure and denial of service due to a reduced workforce.

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Service Offering	Description
Continuity of Government (COG) Planning	Continuity of government planning is the effort to ensure continued leadership, authorities, direction and control and preservation of records to maintain a viable system of government.
Emergency Support Functions (ESFs) Planning	Emergency support functions planning is the effort used to assign roles and responsibilities of the supporting agencies. During an event that requires mobilization of multiple agencies, and the need for management and coordination of those agencies, either at the local, state and/or regional level, the ESFs provide a structure for managing the response effort.
Departmental Emergency Response Planning	Many departments within an organization have either primary or secondary support roles under the emergency support functions. Departmental emergency response planning is the effort used to develop standard operating guides and/or standard operating procedures for departments with primary or support responsibilities.
Evacuation Planning	Evacuation planning is the effort to provide the following: ▪ Clear agency roles/responsibilities for both small- and large-scale and point source evacuation scenarios ▪ Effective situational awareness communication protocols to determine evacuation areas and evacuation participation rates ▪ Development of consistent and effective warning order evacuation/shelter-in-place terminology designed to motivate citizens and tourists to evacuate outward with a sense of urgency and along advocated routes or shelter-in-place for those outside the impact zone ▪ Tailored time-phased protective action measures, such as staging and mutual aid activation, to ensure that populations at risk can be effectively and efficiently moved out of harm's way and sheltered as needed ▪ Identify vulnerable special needs populations transportation dependent communities, large animal and pet considerations, additional behavioral assumptions, critical traffic control points and available intelligent traffic monitoring systems ▪ Easily defined evacuation zones coupled with a public awareness strategy ▪ Zonal evacuation clearance times and/or shelter-in-place guidance designed for a range of possible point source, no-notice and terrorist eve phased approach

EXHIBIT A
SCOPE OF SERVICES

Service Offering	Description
Regional Catastrophic Planning	The planning effort designed to promote regional coordination and communications between multiple jurisdictions to help them prepare and respond to an event effectively as a region, but also initiate recovery activities almost simultaneously, while maintaining transparency for the public and elected officials.
Mass Care/Surge Capacity Planning	Using a "worst case" scenario, mass care planning identifies a jurisdiction's strategy and current capabilities for mass evacuation and sheltering. The evacuation strategy is designed to take a phased approach, emphasizing special needs groups in hospitals and nursing homes and residents without access to transportation.
Metropolitan Medical Response System Planning (MMRS)	The planning effort designed to support the local jurisdiction in enhancing and maintaining their all-hazards response capabilities to mass casualty incidents. It is intended for use during the early hours critical to life-saving and population protection during terrorist acts using weapons of mass destruction; chemical, biological, nuclear, radiological and/or explosive; large-scale hazardous materials incidents; epidemic disease outbreaks; and/or natural disasters.
Volunteer Management Planning	Working closely with a lead volunteer agency such as the Red Cross, Salvation Army, VOAD or jurisdiction's Community Emergency Response Team (CERT) Coordinator, volunteer management planning is the effort used to document the volunteer programs, training strategies and available resources already defined under the CERT through its Citizen Corps.
Family Assistance Center (FAC) and Reunification Planning	The planning effort designed as an annex to an emergency operations plan to support displaced families in locating and reuniting with their loved ones following a crisis. It also serves to prevent confusion and disorder by ensuring the delivery of a single, concise message to the community and the media.
EMAP Accreditation Support	An assessment of a jurisdiction's emergency management program against the 63 EMAP standards to identify potential gaps and deficiencies in order that they may be remediated in preparation for an assessment by an EMAP accreditation team.
Strategic Planning	A planning effort designed to set the course and direction of a jurisdiction or agency. It defines the vision, mission and long-term goals, objectives and milestones of the program.

EXHIBIT A
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Service Offering	Description
Debris Management Planning	Debris management planning is an effort to provide the jurisdictional structure, guidance and standardized procedures for the clearance, removal and disposal of debris caused by a major debris-generating event in the most cost effective and efficient manner.
Information Technology Disaster Recovery (ITDR) Planning	A systematic inventory and prioritization of communications systems including telephones, voicemail, facsimile, data lines, network access, internet access, wireless communications and PDAs, as well as application software and hardware.
Crisis Communication/ Public Information Planning	A pre-planning effort for media relations through the establishment of the Joint Information Center, development of templates for public information and the creation of a public information guide.
Hazard Materials Commodity Flow Studies and LEPC Planning	A risk assessment of the types and amounts of hazardous materials being transported in and through a jurisdiction via highway and rail corridors and fixed facilities located within a jurisdiction.
Crisis Planning for Schools	A planning effort to assess risk, set priorities and develop an actionable plan that can be readily executed in the event of an emergency in order to protect a school's students, faculty, facilities and research, which form the backbone of the institution.
Training, Testing and Exercise Planning	A systematic approach to train, test and exercise a jurisdiction's emergency management program and response capabilities in a non-threatening environment and identify the work that needs to be done to comply with FEMA, Homeland Security Exercise Evaluation Program (HSEEP) and other regulatory guidelines.
Planning and Management	SAIC's Integrated Planning and Management System (IPMS) incorporates functions for baseline, scheduling, risk management, cost estimating, funds and financial management, performance analysis and monthly reports, and what-if analyses. An agency's business processes determine the way data are managed and define methods for establishing budget, cost, schedule and technical baselines. IPMS was designed to support customized business processes to measure performance, control changes and report on status through a series of functional software modules linked to a central data repository (CDR).
Internet/Computer Based Training (IBT/CBT)	As part of a full service solution, SAIC has prepared stand-alone computer based training for individual customers needs as well as Internet based training to meet the needs of on demand and geographically diverse training requirements.

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Service Offering	Description
Asset Management	SAIC's asset management solutions aid leaders in integration of planning, scheduling, and tracking of maintenance requirements, enterprise resource planning, supply chain management, inventory management, procurement, RFID/UID execution, reference management, and training management. Highly extensible, our solutions integrate external financial and resource management systems.
COTS/Customer Software Training and Documentation	SAIC provides skilled documentation specialists and trainers to meet all training and documentation needs, whether on COTS or custom software.
Operation Center Services	SAIC has extensive Operations Center Services in local and federal organizations. These services include: 24/7/365 Support, C4I and Situational Awareness, Custom Emergency Management System, Classified Environments.
Shared/Integrated Digital Environments (SDE/IDE)	SAIC has developed a range of customizable SDE/IDEs to provide portals to our project/program teams that are web-accessible and managed to provide authorized users access to all relevant materials/data in a user friendly environment. In addition to being a knowledge base of programmatic information, these tools often provide configuration data, task order management, action tracking, user forums, deliverable tracking, financial management, asset information etc. in support of the program requirements.

Debris Program Management Consulting Services

BDR's experience in disaster field monitoring and management services dates back to 1989, when we assisted clients in the Caribbean and South Carolina with recovering from Hurricane Hugo. In the 19 years since, BDR has helped more than 177 clients recover from the damaging effects of hurricanes, tropical storms, floods and ice storms across the country. BDR has successfully managed all phases of debris removal and associated reimbursement efforts, including the removal of and reimbursement for over ***62 million cubic yards of debris***, as well as the demolition of uninhabitable residential structures. ***We have assisted local governments in obtaining over $2 billion in reimbursement funds.***

Table D-1: Debris Program Management Consulting Services

Service Offering	Description
Comprehensive Program Management	Providing the resources, personnel, and experience to manage all aspects of a disaster recovery project, including pre-event planning, and post-event reconstruction and reimbursement services.

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Service Offering	Description
Disaster Debris Removal Procurement and Negotiations	Assisting communities develop the procurement process and contract documents to retain debris and construction contractors and negotiating terms and conditions to put enforceable agreements in place.
Collection Monitoring	Overseeing the debris collection process, including truck certification, route development, ticket preparation and documentation for Federal Emergency Management Agency reimbursable loads.
Disposal Monitoring	Monitoring the debris disposal operations including providing the volumetric measurement of incoming loads, authorizing tickets and completing the documentation required for FEMA reimbursable loads.
Hazardous Waste Collection, Disposal and Monitoring	Designing hazardous material removal programs that efficiently address specific emergency situations including animal carcass removal, asbestos-ladened building material removal, Freon unit removal and paint and, chemical segregation and removal.
Leaner/Hanger/Stump Removal	Surveying, documenting and monitoring the removal of leaning trees, hanging limbs and stumps.
Temporary Debris Storage and Reduction Site Environmental Support	Attaining all documentation and assisting in the performance of all required testing by federal, state, and local agencies to support the establishment of Temporary Debris Storage and Reduction Site locations.
Beach Remediation/Restoration	Monitoring and engineering services associated with sand screening, sand recovery, beach reconstruction, and dredging operations to restore engineered and natural beaches.
Right-of-Entry Administration	Reviewing ordinances and laws to ensure that the proper steps are taken and documented in removing debris from private property. This includes eligibility reviews, property surveys, monitoring and providing public information.
Waterway Debris Removal	Monitoring and providing the documentation of debris removed from navigable and other inland waterways.
Data Collection/ Management/Billing/Invoicing	Developing and maintaining databases to document all field operations to ensure proper contractor payment, maximum possible reimbursement and proper purchase order management.

Service Offering	Description
Data Management	SAIC provides a wealth of web-enabled data management system to provide a cradle to grave life cycle data management for a program or specific disaster. Architected to meet all industry standards for relational databases, our systems enable users to easily find the right data in real time. SAIC has also proven attempt at creating system that leverage external databases and provide a single interface to the user using such techniques as web services.
Customer Information/Citizen Hotline/Community Relations	Advising the general public about important information regarding procedures associated with debris collection and removal and providing updates about the operational progress being made to restore the community.
Emergency Responder Web Site Services	Our local SAIC IT organization supports the full IT lifecycle and content management of many FEMA Emergency Responder websites to include: the Responder Knowledge Base (RKB), System Assessment and Validation for Emergency Responders (SAVER), and the Lessons Learned Information Sharing (LLIS).
Data Collection	SAIC has a proven track record in data acquisition from systems and sensors and being able to present this data in a well defined many through a host of application types and architectures. Once the data is acquired and housed in a relational database, SAIC also provides the analysis and trending capabilities that often accompany the acquisition requirements.

Grant Administration and Management Services

BDR's Financial Recovery Services (FRS) division was established to provide grant funding consultation both inside and outside the element of disaster. With a keen understanding of Office of Management and Budget (OMB) regulations, the FRS division seeks to establish accounting systems and internal controls for its clients to minimize the instance of fraud, waste, abuse, and mismanagement of grant funds. Our FRS division offers an unprecedented team of experts, with advanced degrees in business, administration, economics and finance as well as hands-on experience in the field. Funding sources include the FEMA Public Assistance Program (PA Program), Individual Assistance (IA) program and Hazard Mitigation Grant Program (HMGP), HUD Community Development Block Grant Program (CDBG), USDA Natural Resource Conservation Service (NRCS), and many others. We guide our clients through the complexities of program procedures and requirements, which are often not consistently interpreted by local, state and federal government agencies.

Table D-3: Grant Administration and Management Services

Service Offering	Description
FEMA Reimbursement Support	Administering and managing project applications and programs for disaster reimbursement related to response and recovery efforts.

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Service Offering	Description
FEMA Compliance Monitoring and Audit Oversight	FEMA guidance requires that applicants monitor the expenditure of funds and document such expenditures in a manner that will satisfy regulatory audits in the future. BDR's grant administrators document eligible work in the field and organize such documentation in an audit ready format for future review.
Individual Assistance Services	Administering an Individual Assistance program is burdensome and time consuming. BDR assists its clients with application intake, case management, grant administration, expenditure monitoring, etc. in order to minimize the burden with such programs as Individual Assistance.
Public Assistance Services	Public Assistance is designed to fund costs associated with temporary and permanent work in eligible FEMA categories. BDR's team of Public Assistance Contractors assists our clients with documenting and accounting for such costs on Project Worksheets.
Grant Application Development and Administration (CDBG, HMGP, PA, IA, FEMA)	Providing grant program specialists to assist with the time consuming process of gathering data and information required to develop grant applications to various agencies and programs.
Damage Assessment	Deploying a team of experienced grant administrators to document damages sustained during a disaster event in a format that is acceptable for requesting FEMA Public Assistance.
Eligibility Consultation	Providing grant recipients with an understanding of funding options and preferences for repairs as they relate to various grant program eligibility considerations.
Project Ranking	Providing grant recipient constituents with a prioritized plan of action for reconstruction and mitigation projects to achieve recovery objectives.
Financial Advisory	Developing program budgets to provide transparency to grant recipient relating to the local cost share financial burden and obligations for program participation.
Cash Flow Management	Developing program budgets to allow grant recipients to meet current obligations with minimum reliance upon bridge financing.
Procurement Assistance	Deploying procurement experts to provide disaster contracting guidance to ensure comprehensive scopes, strict adherence to grant funding requirements and satisfactory project completion.

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Service Offering	Description
Benefit Cost Analysis	Formalizing a schedule of anticipated project costs to projected future benefits to establish a quantifiable means for understanding project value.
Feasibility & Effectiveness Studies	Documenting that projects being considered are not only financially sound, but reasonable to implement and effective at mitigating future damages.
Site Survey & Legal Description Review	Providing grant recipients with assurances that private property access is carried out legally without exposing it to unnecessary liability.
Appraisal & Valuation Services	Utilizing industry best practice to develop property appraisal and valuation documentation for acquisition programs.
Title Due Diligence	Ensuring that only legal property owner is consulted for program acquisition program participation.
Public Outreach Program	Providing citizens with an outlet to ask questions, state concerns and apply for program participation without burdening grant recipient staff and facilities.
Public Meeting Facilitation	Facilitating the documentation of meeting notice and participation, while garnering program participation.
Homeowner Consultation	Providing high level of service to citizens without burdening grant recipient staff with after-hours and weekend meetings.
Relocation Assistance Services	Ensuring that acquisition or relocation program participants are satisfactorily relocated without burdening grant recipient staff.
Property Management	Assisting grant recipients with program management to assure that properties do not degrade to cause blight during interim purpose phase.
Negotiations	Providing a systematic, third party approach for reaching amicable terms between citizens and grant recipient.
Closing Services	Dedicating Contractor resources to ensure timely and efficient closing process.
Data Management	Storing grant related data in a manner that provides efficient recall and review during closeout and auditing.
Document Management	Organizing documents in an efficient manner for easy access by grant recipient and project stakeholders.

Service Offering	Description
Contractor Invoice Reconciliation	Ensuring accurate payment to contractors and assigning incurred costs to funding sources to minimize local cost share.
Regulatory Compliance Monitoring	Documenting proper regulatory compliance to ensure maximum reimbursement and avoid fines and site shutdowns, which slow the recovery process.
Project Scoping	Developing scopes of work for grant funding projects, using key terminology and highlighting awareness of historical precedence, which maximizes grant funding opportunity.
Insurance Adjusting/Subrogation	Providing insurance specialists to proactively resolve insurance issues prior to a grant de-obligation.
Eligibility Appeals	Assisting clients with developing strategies and documentation to overturn a de-obligation ruling.
Grant Closeout	Providing grant recipient with a closeout package that is organized in a fashion to satisfy grant closeout and auditing.

Vulnerability /Hazards Identification/Risk Assessment

SAIC has a multidisciplinary team of toxicologists, chemists, ecologists, biologists, engineers, geologists, modelers, data managers, and environmental scientists providing environmental risk expertise to both the public and private sectors. Many of our scientists have graduate-level degrees and contribute to the scientific community by publishing in peer-reviewed journals and participating in presentations at national conferences of technical and professional organizations.

Table D-4: Vulnerability/ Hazards Identification/Risk Assessment

Service Offering	Description
Hazardous Identification & Incident Response	SAIC's Security & Infrastructure Protection (S&IP) Division is capable of providing turnkey planning, design, construction interface, and training for infrastructure security enhancement projects. Initiating the security solution is an objective vulnerability assessment (VA) against industry and government standards, incorporating threat assessment, facility prioritization, consequence determination, systems effectiveness, risk reduction and mitigation, and limitations.

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Service Offering	Description
Ecological Risk Assessments	SAIC has risk assessment staff in offices throughout the USA that provide retrospective and predictive ecological risk assessments (ERAs) for Federal, state, and commercial clients in both aquatic and terrestrial environments. These ERAs span the range of desktop screening-level evaluations versus baseline ERAs that incorporate site-specific biological data. Key aspects of SAIC's ERAs include use of the latest plant and animal toxicity data, correct use of exposure assumptions, adherence to current guidance, public comprehension and credibility, and significant cost savings. SAIC has completed CERCLA risk assessments and RCRA Tier 2 and 3 Risk-Based Evaluations to support contaminant characterization and cleanup efforts at several military, industrial, and commercial sites. Staff includes chemists, biologists, health physicists, engineers, and industrial hygienists. SAIC has conducted risk assessments to evaluate chemical and radiological exposures to humans, as well as to various aquatic and terrestrial species of fauna and flora. Services include statistical analysis, development of conceptual site models, risk calculations, modeling, and derivation of site-specific cleanup objectives for soil, groundwater, air, surface water, and sediment. SAIC has completed 500+ risk assessments, including screening-level and baseline ecological and human health assessments, as well as direct health effects measurement studies of biological receptor populations. We recognize the importance of clearly quantifying risk to select the most appropriate level of investigation and remediation to fully protect potential receptors while minimizing project schedule and cost. We specialize in partnering with USACE, customer installations, and regulators in developing risk-based approaches to investigations that satisfy the requirements of all stakeholders. We also excel in developing, recommending, and receiving regulatory approval for toxicity levels and cleanup goals for contaminants for which no toxicity reference value exists, as we did for mercury in floodplain sediment in TN and beryllium in sediment in OH. Our risk assessment experience is vast and diverse, including chemical health effects studies, radiological risk as well as dose assessments, and marine/riverine assessments requiring data collection and monitoring using SCUBA equipment (at Rock Island Arsenal, IL), multi-beam and single beam bathymetry, side-scan sonar imaging, acoustic sub-bottom profiling, sediment profile imaging, towed magnetometer, underwater video (towed and ROV) imaging, and a variety of sediment sampling and coring techniques.

Service Offering	Description
Vulnerability Assessments	SAIC's Security & Infrastructure Protection (S&IP) Division has completed municipal water system Vulnerability Assessments that utilize a pair-wise comparison approach to identify critical facilities and critical assets needed to maintain safe drinking water supplies. SAIC's S&IP also has implemented security enhancements that reduce the likelihood that a water system could be severely compromised as a result of a malevolent act. The terrorist response scenarios developed during VAs can be incorporated into the Emergency Contingency Plan for incident response using a "rip and run" philosophy for easy use.

Security and Surveillance

Through a combination of in-house capabilities and existing network relationships, the Security & Infrastructure Protection (S&IP) Division is capable of providing turnkey planning, design, construction interface, and training for infrastructure security enhancement projects. Initiating the security solution is an objective vulnerability assessment (VA) against industry and government standards, incorporating threat assessment, facility prioritization, consequence determination, systems effectiveness, risk reduction and mitigation, and limitations. Following this VA, strategic security planning is paramount to ensure local security enhancements are rolled-up into regional and geographic enhancements, providing a comprehensive, layered solution. The S&IP Division through in-house expertise may integrate administrative enhancements, physical enhancements, digital security systems, and information technology (cyber) enhancements as necessary to mitigate risks. The S&IP Division maintains subject matter experts to plan and conduct VAs, plan and conduct strategic planning, and follow-on program or project management. Integral to the security work is the long-standing network of engineers to design physical security enhancements, security specialists to design digital security specialists.

Table D-5: Security and Surveillance Services

Service Offering	Description
Risk Assessments	Similar to Security Assessments, SAIC's Security & Infrastructure Protection (S&IP) Division has completed risk assessments in several ways. First, as an integral part of a more comprehensive vulnerability assessment (VA). Second, as a risk mitigation measure, evaluating the need for a municipal-wide central alarm station and associated security force. Finally, on a case-by-case basis to address the immediate need of the client. Direct S&IP experience includes municipal infrastructure and agricultural security challenges. Generally, SAIC experience includes port, aviation, and transportation security.

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Service Offering	Description
Security Design and Engineering	SAIC's Security & Infrastructure Protection (S&IP) Division maintains a network of internal design capabilities including classical engineering, digital security systems, and information technology. SAIC design services include the potential for incorporating Department of Defense (DoD) Unified Facilities Criteria (UFC), National Institute of Standards and Technology (NIST) standards, and best management practices.
Vulnerability Assessments	SAIC's Security & Infrastructure Protection (S&IP) Division has completed municipal water system Vulnerability Assessments, utilizing pair-wise comparison approaches to identify critical facilities and assets for maintaining safe drinking water source, treatment, and distribution. SAIC's S&IP also has integrated security enhancements design with administrative and information technology assessments to reduce the likelihood that a water system compromise due to a malevolent act.
Case Management	SAIC's case management solution is a secure, Web-enabled database application to support national service organizations in representing veterans for claims to the VA. Our solution uses role-based security to provide service officers Internet accessible data entry and collection, and outputs the necessary forms for submission to the VA for obtaining benefits due to our nation's veterans. All information, data, and VA forms are managed under strict HIPAA guidelines and are only available to authorized users for updates as necessary – creating a complete case history – and it is Internet accessible from anywhere.
Security Assessments	Assess security vulnerabilities and develop requirements for all types of physical security including ports, airports, transportation, and oil and gas.
Security System Design	Provide design services for physical security systems including conceptual and detailed design. Use various design tools to develop optimized solutions.
Integrated Security Systems	Provide integrated security solutions using COTS hardware and software. Systems include video, access control, CBRN, radar, sonar, PIDS, and command and control applications.
Mobile and Portable Security Systems	Provide mobile and transportable surveillance systems on trucks, trailers, or tripods. Sensors include video, radar, IR, and other with wireless connectivity. Provide quick response and gap filling security.

Service Offering	Description
Security Information Management Systems	Provide integration of COTs Physical Security Information Management (PSIM) systems that allow one platform to cover the security enterprise for operator assessment, control and incident management.

Environmental Services

SAIC is passionate about mitigating global climate change. Customers seek our deep domain expertise in subjects as diverse as environmental and atmospheric sciences, policy analysis, information technology, and energy-efficient design-build services.

Table D-6: Environmental Services

Service Offering	Description
Decontamination	▪ Technical oversight ▪ Characterization and disposal of radioactive residues ▪ Radiation safety program management ▪ Documentation of site conditions ▪ Radiological surveys ▪ Internal dose assessment calculations to document the risk and dose to personnel from the contamination
Climate Change Adaptation	▪ Development of Climate Action Plans and Sustainability Strategies ▪ General Reporting and Verification ▪ Comprehensive Climate Change Response and GHG Strategic Planning ▪ Technical guidelines, on transportation emissions, industrial process emissions, and indirect emissions

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Service Offering	Description
Restoration and Remediation	**Solutions and Services** ▪ Environmental Site Investigations ▪ Risk Assessment ▪ Fate and Transport Modeling ▪ Performance Based Remediation ▪ Radiological D&D ▪ Ecosystem Restoration ▪ GIS ▪ Site Restoration and Remediation ▪ Due Diligence Assessments ▪ Remedial System Design/Construction ▪ Remedial Process Optimization ▪ O&M ▪ Construction Management ▪ Environmental Compliance ▪ Chemical/Fuels and Waste Management ▪ Regulatory Support/Expert Witness Services ▪ Liability Transfer Model ▪ 3rd-Party Review – Remedial Strategies ▪ Geophysical Services

Logistics, Training and Support

The Logistics, Training and Response Support (LTRS) Division provides multi-functional life-cycle logistics support and industry-leading training and response support to government and commercial clients, partnerships, and internal customers. Our highly skilled teams enhance client capabilities in the areas of acquisition logistics, operational logistics, training programs, and response support.

We have developed and implemented a full suite of customer-focused logistics, training, and chemical, biological, radiological, nuclear, explosive (CBRNE) response support services at the retail and user level. This includes life-cycle product development, fielding, operations, and CBRNE incident planning and response.

Table D-7: Logistics

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SCOPE OF SERVICES

Service Offering	Description
Demand Forecasting	We are working to make fuel shortages a thing of the past by developing new concepts and solutions in "sense and respond" logistics. For the U.S. Army Logistics Transformation Agency, we are implementing sensors on 5,000-gallon fuel tankers and the 10,000-gallon fuel storage "bladders" and integrating those sensors into a prototype "sense and respond" system. Adaptive agents (actually sophisticated software codes) review sensor data, compare it with data from command and control systems and other sources, and decide what supplies should be ordered and when.
Total Asset Visibility	Radio Frequency Identification (RFID) technology can help fulfill the promises of total asset visibility and in-transit visibility. At the Fleet Industrial Supply Center Norfolk, SAIC implemented one of DoD's first fully integrated passive RFID installations. The system provides real-time visibility for the more than 150,000 tagged pieces of material that flow through this ocean terminal annually. Collecting broken repairable components, also known as "retrograde material," from combat areas and returning them to depots is a major logistical challenge. Our staff is using passive RFID technology and an electronic retrograde management system to help solve this problem in Iraq and Afghanistan for the U.S. Navy and Marine Corps. Their achievements in improving asset visibility - while dealing with extremely difficult "in-country" and ship deployment situations - won praise from our customer, the Naval Inventory Control Point. Our staff also deployed to Iraq to install equipment that is mission-critical for airfield operations: instrument landing systems (ILS) and VHF Omnirange Tactical Air Navigation (VORTAC) equipment. As a leading supplier and installer of NAVAIDS equipment for the Air Force, we have performed over 100 installations at Air Force bases worldwide. As part of this work, we also perform other depot-level functions, such as upgrading and maintaining these systems.
Just-in-Time Inventory	SAIC provides logistical support for MRAP vehicles for the Joint Program Office (JPO). We support interoperability testing, orchestrate transportation of the vehicles to theater, and deprocess in theater. We also support the MRAP Joint Logistics Integration (JLI) program, providing in-theater fielding and sustainment of the entire MRAP fleet of vehicles. The MRAP programs require a strict delivery schedule on a high volume of vehicles while maintaining configuration management across multiple vehicle variants.

Service Offering	Description
Product Development Support	▪ Supportability strategies ▪ Logistics policy development ▪ Supportability analyses ▪ Technical data development ▪ Logistics demonstration integration ▪ Fielding planning ▪ Total package fielding ▪ Configuration management
Enterprise Operational Support	▪ Automated logistics tool development ▪ Unique identification (UID) ▪ Radio frequency identification (RFID) implementation ▪ Warehouse and asset planning/operation ▪ Property accountability ▪ Equipment maintenance ▪ Transportation planning ▪ Knowledge management ▪ Reset, planning, and management
Supply Chain Integration Supply Chain Integration	SAIC is a provider of integrated supply, procurement, and material handling/physical logistics services, including pre-expended bin, kitting and storefront management for the U.S. government. We purchase and deliver a wide variety of material, ranging from commercial products (facility maintenance repair and operations goods; defense equipment for hazardous materials, including chemical, biological, radiological, nuclear, high-yield explosive) to weapon system parts (aircraft, tactical/non-tactical/combat vehicles, and ships/submarines). We currently complete approximately one million purchase order line item transactions per year for our customers and are especially adept at locating sources of hard-to-obtain parts.

Interoperability, Situational Awareness, Command & Control

Table D-8: Interoperability, Situational Awareness, & Command & Control

EXHIBIT A
SCOPE OF SERVICES

Service Offering	Description
Interoperability (Comms and Data)	▪ Engineering and operational expertise in public safety communications ▪ Assessment, Infrastructure System Design, Engineering and implementation of secure voice, VOIP, video and high speed data and other communication. ▪ Coordination across disciplines MOU's MAA's and other methods for cross-jurisdictional and inter-agency interoperability ▪ SAIC uses Common Approach to Systems Engineering (CATSE), provides set standards & guidelines to perform system engineering
Situational Awareness	▪ Incident Management for Security, Surveillance, Safety and Emergency Services ▪ Subject matter experts in first responder tools to assess in real time emergency and incident awareness ▪ Experience working with Sheriff, Fire Departments to name a few agencies in bringing technical solutions across agency to manage emergencies
Wireless Networking (Design & Implementation)	▪ Assessment, Infrastructure System Design , Engineering and implementation of secure voice, VOIP, video and high speed data ▪ SAIC uses Common Approach to Systems Engineering (CATSE), provides set standards & guidelines to perform system engineering
Radio Communication (Design & Implementation)	▪ Engineering and operational expertise in public safety communications ▪ Provide assessment, Infrastructure System Design , Engineering and implementation of secure LMR systems. ▪ Coordination across disciplines MOU's MAA's and other methods for cross-jurisdictional and inter-agency interoperability ▪ SAIC uses Common Approach to Systems Engineering (CATSE), provides set standards & guidelines to perform system engineering

EXHIBIT A
SCOPE OF SERVICES

Service Offering	Description
Regional Response (ie. Emergency Control Centers, Fusion Center)	▪ SAIC provides subject matter experts to set up organizational structure and communications to establish emergency control centers ▪ Experienced in tactical operations systems, firsthand experience with centers with the National Guard, as one ▪ SAIC provides senior Program Management with intimate knowledge and experience with command and control equipment, software and other command center operations.

EXHIBIT B
HOURLY LABOR RATES

Hourly Rates

To the extent that Client requests BDR's assistance, the following positions and hourly rates shall apply. The fees for these services can be provided to Client on a fixed fee or time and materials basis plus reasonable non-labor expenses. Such non-labor expenses shall be invoiced to Client as follows: 1) Travel expenses including airfare and car rental shall be invoiced at cost, without mark-up; 2) Lodging and per diem incidentals shall be invoiced up to the per diem rate according to the GSA rates established at www.gsa.gov; 3) Mileage shall be invoiced at the federally published rate; 4) Field documents and other equipment/supplies shall be invoiced at cost, without mark-up and 5) other required non-labor expenses as may be applicable to the project and pre-approved by BDR and Client.

Homeland Security and Emergency Management Consulting/Planning Hourly Rates	
Category	**Hourly Rates**
Subject Matter Expert	$244.00
Executive Contractor / Planner / Engineer / Scientist / Assessor / Analyst	$225.00
Principal Contractor / Planner / Engineer / Scientist / Assessor / Analyst	$210.00
Senior Technical Specialist	$205.00
Principal-in-Charge /Senior Program Manager	$192.00
Project/Program Manager	$175.00
Senior Public Assistance / Grant Management Contractor	$175.00
Supervising Contractor / Planner / Engineer / Scientist / Assessor / Analyst	$158.00
Senior Contractor / Planner / Engineer / Scientist / Assessor / Analyst	$150.00
Public Assistance / Grant Management Contractor	$150.00
Senior Planner / Engineer / Assessor /Scientist / Analyst	$145.00
Senior Oracle DBA	$138.00
Project Manager / Contractor / Planner / Engineer / Scientist / Assessor / Analyst III	$135.00
Project Manager / Contractor / Planner / Engineer / Scientist / Assessor / Analyst II	$125.00
Fire/HAZMAT Subject Matter Expert/Trainer	$122.00
Contractor / Planner / Engineer / Scientist / Assessor / Analyst I	$115.00
Law Enforcement Subject Matter Expert/Trainer	$110.00
System Administrator	$105.00
Program Planner / Engineer / Scientist / Assessor / Analyst	$100.00
Assistant Planner / Engineer / Scientist / Assessor / Analyst	$95.00
Engineer / Consulting Aide	$90.00
Oracle DBA	$85.00
Project Control Specialist	$83.00
Engineer / Planning Aide	$80.00
Engineer / Analytical Aide	$75.00
Service Center/Logistics Specialist	$68.00
Research Assistant II	$66.00
Administrative Specialist III	$64.00
Help Desk Operator	$62.00
Comm. Technician	$57.00

EXHIBIT B
HOURLY LABOR RATES

Homeland Security and Emergency Management Consulting/Planning Hourly Rates	
Category	**Hourly Rates**
Proposal Coordinator	$53.00
Research Assistant	$51.00
Administrative Specialist II	$48.00
Administrative Specialist I	$44.00

Debris Program Management Hourly Rates	
Category	**Hourly Rates**
Field Project Manager	$95.00
GIS Operator	$78.00
Deputy Field Project Manager	$75.00
Operations Manager	$70.00
Data Manager	$65.00
Field Supervisor	$65.00
Billing/Invoice Manager	$65.00
Billing/Invoice Analyst	$60.00
Disposal Site Monitor	$40.00
Collection Monitor	$40.00
Citizen Drop-Off Site Monitor	$40.00
Project Coordinator	$35.00
Load Ticket Data Entry Clerk	$35.00
Call Center Staff	$35.00

BDR
An SAIC Company

December 4, 2010

Ms. Martha L. Salazar
County Purchasing Agent
Hidalgo County, Texas
2802 S. Business Hwy. 281
Edinburg, TX 78539

Subject: **Expected Merger of Beck Disaster Recovery, Inc. (BDR) with Science Applications International Corporation (SAIC)**

Dear Ms. Salazar:

As you are aware, Beck Disaster Recover, Inc. (BDR) has been operating as a wholly owned subsidiary of SAIC since August of 2009. To further enhance and streamline our service offering, it is expected that as of December 24, 2010, BDR will be fully merged into SAIC and will operate as a division of SAIC. SAIC will continue to provide the same level of services and support with little or no operational impact. This merger allows for better alignment and access to the approximately 45,000 technical and professional staff within SAIC.

This letter is to notify you of this expected merger. As certain contracts of BDR may technically require consent in connection with this merger, we also request that you indicate your consent pursuant to your Cooperative Purchasing contract under HGAC for Professional Planning and Consulting Services dated June 29, 2010, with us.

Please indicate your consent by signing this notification form and return it via fax or e-mail to Betty Kamara at 321.441.8501 or bkamara@beckdr.com.

Please contact us should you have any further questions regarding this merger, and we look forward to continuing to provide outstanding services to Hidalgo County under these contracts.

Sincerely,

Science Applications International Corporation

Betty Kamara
Contract Administrator

Concurrence:

Signature: _____

Name: _____

Title: _____

Date: _____

Accessibility Links

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HGACBuy THE SMART PURCHASING SOLUTION

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- Communications Equipment & Services
- Grounds Facilities & Parks Equipment
- Public Works Equipment
- Emergency Equipment & Supplies
- Consulting Leasing & Staffing Services
- Emergency Preparedness & Disaster Recovery
- Cooperative Energy & Fleet Fuel

You are here: Home > Emergency Preparedness & Disaster Recovery > Professional Planning and Consulting Services

Emergency Preparedness & Disaster Recovery

Page Content

Professional Planning and Consulting Services

Contract No.: EN06-10

Effective Date: June 1, 2010 thru May 31, 2013

Science Applications International Corporation (SAIC)

The Professional Planning and Consulting Services (for security, disaster preparedness, and emergency response and recovery) provided under this contract, and the allowable charges for those services, shall be per contractor's proposal submitted March 9, 2010 in response to H-GAC Request For Proposals EN06-10.

Services Included:

Emergency Management Consulting Services
Debris Program Management Consulting Services
Grant Administration and Management Services
Vulnerability /Hazards Identification/Risk Assessment
Security and Surveillance Services
Environmental Services
Logistics
Interoperability, Situational Awareness, and Command & Control

Homeland Security and Emergency Management Consulting/Planning Hourly Rates	
Category	**Hourly Rates**
Subject Matter Expert	$244.00
Executive Consultant / Planner / Engineer / Scientist / Assessor / Analyst	$225.00
Principal Consultant / Planner / Engineer / Scientist / Assessor / Analyst	$210.00
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Project Manager / Consultant / Planner / Engineer / Scientist / Assessor / Analyst III	$135.00
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Consultant / Planner / Engineer / Scientist / Assessor / Analyst I	$115.00
Law Enforcement Subject Matter Expert/Trainer	$110.00
System Administrator	$105.00

Homeland Security and Emergency Management Consulting/Planning Hourly Rates	
Category	**Hourly Rates**

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AI-25843 **19.8.**

HC-Award of Bid/Contract-"Striping/Markings for County Roads, County Parking Lots, etc"

CC REGULAR

Date:	03/28/2011
Submitted By:	Elena Gomez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Recommending award of bid and approval of contract document to a sole participant meeting all specifications and/or requirements as attached hereto for "Hidalgo County-"Striping/Markings for County Roads, County Parking Lots, etc" RFB No. 2011-007-MEG.

BACKGROUND

1. Current Contract expired April 7, 2011
2. New Contract to commence April 8, 2011

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** VARIOUS

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

BUDGETARY IMPACT:

PURCHASES ARE ON AN AS NEEDED BASIS. SEE EXP REPORT FOR POSSIBLE FUNDING SOURCES AND AVAILABILITY OF FUNDS.

Attachments

Link: contract document C-11-007-03-29-PMI

Link: Tabulation Sheet

Link: Approval of Memo from departments

Link: Participants

Link: Comparison Sheet

Link: EXP REPORT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/24/2011 02:14 PM	APRV
2	Budget & Management	Erika Zamora	03/24/2011 02:38 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	03/24/2011 03:21 PM	APRV
4	Auditor's Office		03/25/2011 07:32 AM	NEW

Form Started By: Elena Gomez

Started On: 03/17/2011 10:34 AM

Final Approval Date: 03/25/2011

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-11-007-03-29

THIS CONTRACT is made and entered into this **29th** day of **March, 2011** by and between the **County of Hidalgo, Texas** ("County"), and **Pavement Markings, Inc.** ("Company").

WHEREAS, Company responded to advertised notices for bids for: **"Striping/Markings of County Roads, County Parking Lots, etc." (on an as needed and requested basis only)** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

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

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

2. Company hereby promises and agrees to render and provide, during the term of this

Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County** or its designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year (on an as needed and requested basis only)**, commencing on **April 08, 2011** and expiring on **April 7, 2012** and may be extended at the sole discretion of the County for an additional two (2) one (1) year term under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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

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

regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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

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

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

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

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

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

independent contractor under this Contract.

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

If to County:	County of Hidalgo Attn: County Judge 1615 South Closner, Suite J Edinburg, Texas 78539
If to Company:	Pavement Markings, Inc. Attention: Juan F. Villescas, President 7010 North FM 493 Donna, TX 78537

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

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

17. **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).

WITNESS our hands in duplicate originals this ___day of _____, 2011.

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:
PAVEMENT MARKINGS, INC.

By:_____
Printed Name: Juan Villescas
Title: President

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

February 28, 2011

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids -**"Striping/Markings of County Roads, County Parking Lots, etc."**
Bid No: 2011-007-03-16-MEG

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

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

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST

HIDALGO COUNTY
"Striping/Markings of County Roads, County Parking Lots, Etc."

Bid No: 2011-007-03-16-MEG

1. **Request for Bid Letter __1___ page.**
2. **Request for Bid, Legal Notice, consisting of __7__ pages.**
3. **Exhibit "A" Specifications consisting of__3__ pages.**
4. **Exhibit "B" Bid Page consisting of 2 pages.**
5. **Exhibit "C" Insurance Requirements consisting of __4__ pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1__ page.**
7. **Vendor/Bidder Application and W-9 form consisting of__6__ pages.**
8. **Draft Service Agreement consisting of __11__ pages.**
9. **Certification Regarding Debarment __1__ 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

Martha L. Salazar, CPPB
Purchasing Agent

February 28, 2011
Date

REQUEST FOR BIDS

HIDALGO COUNTY
"STRIPING/MARKINGS OF COUNTY ROADS, PARKING LOTS, ETC."

BID OPENING DATE:
MARCH 16, 2011

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281 - Administration Building
Edinburg, Texas 78539

956 318-2626 Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY "STRIPING/MARKINGS OF COUNTY ROADS, PARKING LOTS, ETC.".** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2011-007-03-16-MEG- HIDALGO COUNTY "STRIPING/MARKINGS OF COUNTY ROADS, PARKING LOTS, ETC."**.and in County's Purchasing Department, Physical location: 2802 S. Business Highway 281 Postal/Mailing: 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, MARCH 16, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO RFB"-2011-007-03-16-MEG- -HIDALGO COUNTY "STRIPING/MARKINGS OF COUNTY ROADS, PARKING LOTS, ETC.".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

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

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

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

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

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

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

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

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

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

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

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

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

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation -**"BID-2011-007-03-16-MEG- HIDALGO COUNTY "STRIPING/MARKINGS OF COUNTY ROADS, PARKING LOTS, ETC."**

  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 Purchasing Department
2812 S. Business Hwy. 281
Edinburg Tx. 78539

17. Schedule of Events

Bid Opening, 9:30 AM	**March 16, 2011**
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

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

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

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

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

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

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

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for

ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

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

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

20. Disclosure of Conflict of Interest

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

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

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

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

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

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

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

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

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

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

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

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

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

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

Bid
for
HIDALGO COUNTY
"STRIPING/MARKINGS OF COUNTY ROADS, PARKING LOTS, ETC."
BID NO.: 2011-007-03-16-MEG

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

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

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

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY
"STRIPING/MARKINGS OF COUNTY ROADS – PARKING LOTS-ETC."

BID NO: 2011-007-03-16-MEG

8SCOPE OF SERVICES:
The services contract will encompass all project-related labor and materials for Striping/Markings of county roads, county parking lots and miscellaneous county owned sites for the County of Hidalgo including, but not limited to, the following:

REQUIREMENTS

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

2. Striping/Markings of county roads, parking lots, & miscellaneous county owned sites will be on an **as needed and as requested basis only.**

3. Delivery hours will be arranged with requestor when requiring Striping/Markings of county roads, county parking lots, and miscellaneous county owned sites.

4. Hidalgo County reserves the right to award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

5. The contract will be in effect for a period of (1) one year from bid award date with the County's option to extend (2) for (1) one additional year.

6. 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.

7. Any contract awarded to a successful bidder will be in effect until;
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or
   c) Terminated by County with thirty (30) days written notice prior to be cancellation.

8. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

9. **Insurance (requirements) certificates** must be submitted to Hidalgo County Purchasing Department for approval prior to any services being performed which is applicable to the awarded bidder in accordance to **Exhibit "C" attached**.

10. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possesses all the necessary licenses and permits to perform the services and that the subcontractor has obtained the required insurance coverages as outlined in Exhibit "C".

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:

a) **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.

i) 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.

ii) 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.

iii) The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

iv) No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

v) 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.

b) **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.

c) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the

Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

d) **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.

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

ADDITIONAL INFORMATION:

Further information required for this project can be addressed to, Elena Gomez, Buyer, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2802 S Hwy Bus Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, WEDNESDAY MARCH 09, 2011, 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., **FRIDAY MARCH 11, 2011,**

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY
"STRIPING/MARKINGS OF COUNTY ROADS – PARKING LOTS-ETC."

BID NO: 2011-007-03-16-MEG

The following are the minimum acceptable specifications: "Striping/Markings of County Roads County Parking Lots & Misc. County Owned Sites"		
ITEM SPECIFICATION	BID PRICE	UNIT
4" yellow or white reflectorized paint	$	/ft.
4" yellow or white thermo plastic	$	/lf.
4" reflectors yellow or white	$	/ea.
24" white paint stripe	$	/ea.
Thermoplastic arrows	$	/ea.
6" x 6" Giggle Bar File, yellow or white	$	/ea.
24" white Thermoplastic stripe	$	/lf.
Thermoplastic Words: (include) **ONLY, SCHOOL, ZONE, SLOW, STOP, AHEAD** and **RAILROAD**	$	/ea.

The "Striping/Markings of County Roads, County Parking Lots & Misc. County Owned Site" contract will, from now on, include the striping of parking lots which will include, but not be limited to:		
ITEM SPECIFICATION	BID PRICE	UNIT
4" yellow or white non-reflectorized paint	$	/lf.
4" yellow or white car spaces	$	/ea.
Arrows	$	/ea.
"Reserved" painted on curb	$	/ea.
Handicap Symbols	$	/ea.
Crosshatched Islands	$	/ea.
Painted Curb (red & yellow)	$	/ft.
Repaint Car Stops	$	/ea.
"No Parking (3' Letters)	$	/ea.
Handicap Symbols Pre Fab Thermal 2-color	$	/ea.
Fire Lane	$	/ea.
No parking on red curb	$	/ea.
Cross walk crossing (white or yellow paint) **12"**	$	/lf.
Cross walk crossing (white or yellow thermoplastic) **12"**	$	/lf.
Parking Lot	$	/ea.
Parking Lot Crossing	$	/ea.
Crossing from ADA to Facility	$	/ea.

LEGEND *if-linear feet /ea.-each/ ft.-feet

BIDDER'S INFORMATION

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____

E-MAIL ADDRESS:_____

CELLULAR NUMBERS:_____

FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

EXHIBIT "C"

INSURANCE REQUIREMENTS

HIDALGO COUNTY
"STRIPING/MARKINGS OF COUNTY ROADS – PARKING LOTS-ETC."

BID NO: 2011-007-03-16-MEG

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

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 THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR OWNER'S & CONT PROT OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERS & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $
C	**EXCESS LIABILITY** OCCUR CLAIMS-MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS OTHER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
	OTHER				

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- ☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

- ☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____

- ☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CIQ FORM

HIDALGO COUNTY
"STRIPING/MARKINGS OF COUNTY ROADS – PARKING LOTS-ETC."

BID NO: 2011-007-03-16-MEG

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

VENDOR'S APPLICATION
&
W-9 FORM

HIDALGO COUNTY
"STRIPING/MARKINGS OF COUNTY ROADS – PARKING LOTS-ETC."

BID NO: 2011-007-03-16-MEG

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No._____ (Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** ❒ Less than 125,000 annual gross receipt ❒ Black American ❒ Native American ❒ Less than 250,000 annual gross receipt ❒ Hispanic American ❒ Women ❒ Less than 499,000 annual gross receipt ❒ Asian Pacific American ❒ Other ❒ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ❒ Yes ❒ No **Indicate Certification No.(s):_____ or are Certificate(s) attached?:** ❒ Yes ❒ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ❒ Yes ❒ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): **Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ __ ____

or

Employer identification number
__ _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | **Signature of U.S. person** ► | **Date** ►

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

CERTIFICATION REGARDING DEBARMENT

HIDALGO COUNTY
"STRIPING/MARKINGS OF COUNTY ROADS – PARKING LOTS-ETC."

BID NO: 2011-007-03-16-MEG

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

VENDOR'S BID

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY
"STRIPING/MARKINGS OF COUNTY ROADS, PARKING LOTS, ETC."
BID NO.:2011-007-03-16-MEG

The following are the minimum acceptable specifications: "Striping/Markings of County Roads County Parking Lots & Misc. County Owned Sites"		
ITEM SPECIFICATION	BID PRICE	UNIT
4" yellow or white reflectorized paint	$ 0.26	/ft.
4" yellow or white thermo plastic	$ 0.38	/lf.
4" reflectors yellow or white	$ 3.40	/ea.
24" white paint stripe	$ 2.80	/ea.
Thermoplastic arrows	$ 80.00	/ea.
6" x 6" Giggle Bar File, yellow or white	$ 6.40	/ea.
24" white Thermoplastic stripe	$ 7.40	/lf.
Thermoplastic Words: (include) **ONLY, SCHOOL, ZONE, SLOW, STOP, AHEAD** and **RAILROAD**	$ 100.00	/ea.

The "Striping/Markings of County Roads, County Parking Lots & Misc. County Owned Site" contract will, from now on, include the striping of parking lots which will include, but not be limited to:		
ITEM SPECIFICATION	BID PRICE	UNIT
4" yellow or white non-reflectorized paint	$ 0.26	/lf.
4" yellow or white car spaces	$ 4.20	/ea.
Arrows	$ 20.00	/ea.
"Reserved" painted on curb	$ 5.00	/ea.
Handicap Symbols	$ 60.00	/ea.
Crosshatched Islands	$ 48.00	/ea.
Painted Curb (red & yellow)	$ 0.70	/ft.
Repaint Car Stops	$ 7.00	/ea.
"No Parking (3' Letters)	$ 5.00	/ea.
Handicap Symbols Pre Fab Thermal 2-color	$ 140.00	/ea.
Fire Lane	$ 24.00	/ea.
No parking on red curb	$ 3.90	/ea.
Cross walk crossing (white or yellow paint) 12"	$ 1.20	/lf.
Cross walk crossing (white or yellow thermoplastic) 12"	$ 3.40	/lf.
Parking Lot	$ 10.00	/ea.
Parking Lot Crossing	$ 20.00	/ea.
Crossing from ADA to Facility	$ 45.00	/ea.

OPENED
9:47
3-16-20
Witnessed

LEGEND *if-linear feet /ea.-each/ ft.-feet

BIDDER'S INFORMATION

BIDDER/COMPANY NAME: Pavement Markings, Inc.

ADDRESS: 7010 N FM 493

CITY/STATE/ZIP CODE: Donna, TX 78537

PHONE NUMBER: (956) 464-0009

E-MAIL ADDRESS: VILLERG37@AOL.COM

CELLULAR NUMBERS: 956-373-0545

FAX NUMBER: (956) 464-5677

AUTHORIZED SIGNATURE:

PRINTED NAME: Juan F. Villescas

TITLE: President

DATE: 3-10-11

EXHIBIT "C"

INSURANCE REQUIREMENTS

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/17/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Valley Insurance Provider PO Drawer 3783 McAllen TX 78502
CONTACT NAME:	Ron Dunagan
PHONE (A/C, No, Ext):	(956) 787-8536
FAX (A/C, No):	(956) 787-7232
E-MAIL ADDRESS:	rdunagan@vip-ins.net
PRODUCER CUSTOMER ID #:	1306
INSURED	Pavement Markings Inc. 7010 N. FM 493 Donna TX 78537-0000

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Technology Insurance Company	
INSURER B : Hallmark County Mutual Insurance Company	
INSURER C : Tower National Insurance Company	
INSURER D : Texas Mutual Fund Insurance	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			TPP101209800	11/16/2010	11/16/2011	EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC							$
B	AUTOMOBILE LIABILITY			TXA503689-01	06/16/2010	06/16/2011	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	[X] SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[X] HIRED AUTOS							$
	[X] NON-OWNED AUTOS							$
C	[X] UMBRELLA LIAB [X] OCCUR			NUG2800422-01	07/27/2010	07/27/2011	EACH OCCURRENCE	$ 1,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 1,000,000
	[ ] DEDUCTIBLE							$
	[ ] RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			TSF0012522501	06/15/2010	06/15/2011	[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A						E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is shown as additional insured on the general liability and commercial auto policy.

CERTIFICATE HOLDER

Hidalgo County
2802 S. Business Hwy 281
Edinburg TX 78539-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AI 001913

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HIDALGO COUNTY
TABULATION SHEET
"Striping/Markings of County Roads, Parking Lots, Etc."
BID NO.:2011-007-03-16-MEG

The following are the minimum acceptable specifications:
"Striping/Markings of County Roads County Parking Lots & Misc. County Owned Sites"

ITEM SPECIFICATION	BID PRICE	UNIT
4" yellow or white reflectorized paint	$ .026	/ft.
4" yellow or white thermo plastic	$ .038	/lf.
4" reflectors yellow or white	$ 3.40	/ea.
24" white paint stripe	$ 2.80	/ea.
Thermoplastic arrows	$ 80.00	/ea.
6" x 6" Giggle Bar File, yellow or white	$ 6.40	/ea.
24" white Thermoplastic stripe	$ 7.40	/lf.
Thermoplastic Words: (include) **ONLY, SCHOOL, ZONE, SLOW, STOP, AHEAD** and **RAILROAD**	$ 100.00	/ea.

The "Striping/Markings of County Roads, County Parking Lots & Misc. County Owned Site" contract will, from now on, include the striping of parking lots which will include, but not be limited to:

ITEM SPECIFICATION	BID PRICE	UNIT
4" yellow or white non-reflectorized paint	$ .026	/lf.
4" yellow or white car spaces	$ 4.20	/ea.
Arrows	$ 20.00	/ea.
"Reserved" painted on curb	$ 5.00	/ea.
Handicap Symbols	$ 60.00	/ea.
Crosshatched Islands	$ 48.00	/ea.
Painted Curb (red & yellow)	$ .70	/ft.
Repaint Car Stops	$ 7.00	/ea.
"No Parking (3' Letters)	$ 5.00	/ea.
Handicap Symbols Pre Fab Thermal 2-color	$ 140.00	/ea.
Fire Lane	$ 24.00	/ea.
No parking on red curb	$ 3.90	/ea.
Cross walk crossing (white or yellow paint) **12"**	$ 1.20	/lf.
Cross walk crossing (white or yellow thermoplastic) **12"**	$ 3.40	/lf.
Parking Lot	$ 10.00	/ea.
Parking Lot Crossing	$ 20.00	/ea.
Crossing from ADA to Facility	$ 45.00	/ea.

LEGEND ******if-linear feet /ea.-each/ ft.-feet

MEMORANDUM

To: **ALL PRECINCTS AND FACILITIES MANAGEMENT**

FROM: Elena Gomez, Buyer II
Hidalgo County Purchasing Department

DATE: March 17, 2011

RE: **Bid No: 2011-007-03-16-MEG HIDALGO COUNTY SHERIFF'S OFFICE "Striping/Markings of County Roads, County Parking Lots, etc"**

Enclosed you will find the tabulation sheet from the participants meeting all specifications and/or requirements regarding the above referenced project for your review and comments.

Please respond no later than Tuesday March 22, 2011 by 3:00 p.m. by marking approved or disapproved along with your budget information.

If you should have any questions or need additional information please contact me at (956) 318-2626 x=4855

☑ **APPROVED** ☐ **DISAPPROVED**

BUDGET ACCOUNT # 1-1200-431-00-124-007-0-731

Concerns/Comments: _____

Gloria A. Beltran Gloria A. Beltran 3/17/11

Authorized Signature Printed Name Date

Department	Phone #	Fax #	POC
Pct 1	968-8733	969-1417	Noe Montez
Pct 2	787-1891	787-4683	Yolanda Cisneros
Pct 3	585-4505	585-2375	Norma Ceballos
Pct 4	383-3112	381-5905	Marcos Lopez
Facilities Mgt.	318-2646	318-2648	Richard Sunday

RECEIVED
MAR 21 2011
By

MEMORANDUM

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Hidalgo County Purchasing Department

DATE: March 17, 2011

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☑ **APPROVED** ☐ **DISAPPROVED**

BUDGET ACCOUNT # 1-1100-415-40220-0010

Concerns/Comments: _____

Richard M. Sunday Richard M. Sunday 3/21/2011
Authorized Signature Printed Name Date

Department	Phone #	Fax #	POC
Pct 1	968-8733	969-1417	Noe Montez
Pct 2	787-1891	787-4683	Yolanda Cisneros
Pct 3	585-4505	585-2375	Norma Ceballos
Pct 4	383-3112	381-5905	Marcos Lopez
Facilities Mgt.	318-2646	318-2648	Richard Sunday

M E M O R A N D U M

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Hidalgo County Purchasing Department

DATE: March 17, 2011

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☑ **APPROVED** ☐ **DISAPPROVED**

BUDGET ACCOUNT # 1-1200-431-00-121-005-0-433
1-1336-431-00-121-041-0-731
1-1342-431-00-121-041-0-731

Concerns/Comments: Recommend Award To Sole Bidder Meeting all Specs

Noe Montez Noe Montez 3-22-11

Authorized Signature Printed Name Date

Department	Phone #	Fax #	POC
Pct 1	968-8733	969-1417	Noe Montez
Pct 2	787-1891	787-4683	Yolanda Cisneros
Pct 3	585-4505	585-2375	Norma Ceballos
Pct 4	383-3112	381-5905	Marcos Lopez
Facilities Mgt.	318-2646	318-2648	Richard Sunday

MEMORANDUM

To: **ALL PRECINCTS AND FACILITIES MANAGEMENT**

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Hidalgo County Purchasing Department

DATE: March 17, 2011

RE: **Bid No: 2011-007-03-16-MEG HIDALGO COUNTY SHERIFF'S OFFICE "Striping/Markings of County Roads, County Parking Lots, etc"**

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☑ **APPROVED** ☐ **DISAPPROVED**

BUDGET ACCOUNT # 1-1200-431.00-122.006.0.431/731 Pending on Project

Concerns/Comments: _____

Authorized Signature	Printed Name	Date
	PAUL LOZANO	3-22-11

Department	Phone #	Fax #	POC
Pct 1	968-8733	969-1417	Noe Montez
Pct 2	787-1891	787-4683	Yolanda Cisneros
Pct 3	585-4505	585-2375	Norma Ceballos
Pct 4	383-3112	381-5905	Marcos Lopez
Facilities Mgt.	318-2646	318-2648	Richard Sunday

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

RFB-RFP-RFQ

BID OPENING DATE: March 16, 2011 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY- "STRIPING/MARKING OF COUNTY ROADS, PARKING LOTS, ETC." BID NO.: 2011-007-03-16-MEG

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. Pavement Markings Attn: Frank or Kathy Villegas	EMAIL	ELENA GOMEZ	02/28/11	7010 FM 493 Donna, Texas 78537 956-464-0009 villerg37@aol.com
2. Striping It Pavement Services	EMAIL	ELENA GOMEZ	02/28/11	6211 N 42nd Lane McAllen, Texas 78504 956-624-1062 ryan@comm-techgroup.com
3. All Sites Construction Attn: Mel Ortiz	IP	ELENA GOMEZ	03/02/11	1002 La Tana Lane Weslaco, Texas 78596 956-684-0905
4. Valley Striping Attn: Lupe Salinas	EMAIL	ELENA GOMEZ	03/04/11	956-432-2444 valleystriping@yahoo.com
5. Celso Gonzalez Construction, Inc. Attn: Celso Gonzalez, Jr.	EMAIL	ELENA GOMEZ	03/07/11	614 N. Conway Mission, Texas 78572 cgonzalez@cgc-inc.com www.cgc-inc.com 956.585.3848 w 956.453.3486 c
6.Gutierrez & Sons Striping and Seal coating Attn: Julian Gutierrez	EMAIL	ELENA GOMEZ	03/08/11	cell 956- 905-4241 117 Ebano Drive San Juan, Texas 78589 gutierrezstripping@yahoo.com
7. The Asphalt & Striping Co. Roberto Morales (Owner)	EMAIL/ IP	ELENA GOMEZ	03/08/11 03/10/11	1000 E. Expressway 83 San Juan, TX 78589 Ph- (956) 802-7775 moralesmrob@aol.com (956) 321-9672 katmrls@gmail.com
8. Reed Construction Data -- the Inaugural Strategic Partner of the AIA Attn: Sumita Halder	EMAIL	ELENA GOMEZ	03/15/11	30 Technology Pky S., Ste. 100, Norcross, GA 30092 USA Office 800/424-3996 | Fax +1-800/467-2860 sumita.halder@reedbusiness.com | www.reedconstructiondata.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE (FAX)

COMPARISION SHEET

DEPARTMENT NAME: HIDALGO COUNTY

DESCRIPTION OF BID: "STRIPING/MARKINGS OF COUNTY ROADS –PARKING LOTS-ETC."

RFB NO. 2011-007-03-16-MEG

ITEMS		2008 BID PRICES (Pavement Markings Inc.)	CURRENT BID PRICES	+ (increase) or - (decrease)
4" yellow or white reflectorized paint	ft.	0.22	.026	+ .04
4" yellow or white thermo plastic	lf.	0.32	.038	+ .06
4" reflectors yellow or white	ea.	2.95	3.40	+ .45
24" white paint stripe	ea.	1.80	2.80	+1.00
Thermoplastic arrows	ea.	75.00	80.00	+5.00
6" x 6" Giggle Bar File, yellow or white	ea.	5.80	6.40	+.60
24" white Thermoplastic stripe	lf.	6.80	7.40	+.60
Thermoplastic Words: (include) **ONLY, SCHOOL, ZONE, SLOW, STOP, AHEAD** and **RAILROAD**	ea.	140.00	100.00	-40.00
4" yellow or white non-reflectorized paint	lf.	0.26	.026	~~0.00~~
4" yellow or white car spaces	ea.	3.90	4.20	+.30
Arrows	ea.	24.00	20.00	-4.00
"Reserved" painted on curb	ea.	6.00	5.00	-1.00
Handicap Symbols	ea.	60.00	60.00	~~0.00~~
Crosshatched Islands	ea.	48.00	48.00	~~0.00~~
Painted Curb (red & yellow)	ft.	0.60	.70	+.10
Repaint Car Stops	ea.	7.00	7.00	~~0.00~~
"No Parking (3' Letters)	ea.	45.00	5.00	-40.00
Handicap Symbols Pre Fab Thermal 2-color	ea.	140.00	140.00	0.00
Fire Lane	ea.	45.00	24.00	-21.00
No parking on red curb	ea.	7.00	3.90	-3.10
Cross walk crossing (white or yellow paint) **12"**	lf.	3.40	1.20	-2.20
Cross walk crossing (white or yellow thermoplastic) **12"**	lf.	4.80	3.40	-1.40
Parking Lot **(new items for 2011)**	ea.	~~0.00~~	10.00	~~0.00~~
Parking Lot Crossing **(new items for 2011)**	ea.	~~0.00~~	20.00	~~0.00~~
Crossing from ADA to Facility**(new items for 2011)**	ea.	~~0.00~~	45.00	~~0.00~~

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1100-419-40-220-001-0-431	FACILITIES MGMT-BLDG&OTHR STRUC R&M SRV	379,116.37	130,382.41	9,084.60	9,084.60	239,649.36	36.79
1-1100-432-00-121-001-0-431	PCT1 SANITATION-BLDG&OTHR STRUC R&M SRV	1,000.00	.00	.00	.00	1,000.00	.00
1-1100-452-00-121-013-0-431	PCT1 PARKS-BLDG & OTHR STRUC R&M SRV	4,250.00	485.00	185.00	185.00	3,580.00	15.76
1-1100-452-00-122-008-0-431	PCT2 PARKS-BLDG & OTHER STRUC R&M SRV	3,000.00	.00	.00	.00	3,000.00	.00
1-1100-452-00-122-008-0-731	PCT2 PARKS-ROADS	1,000.00	.00	.00	.00	1,000.00	.00
1-1100-466-00-122-082-0-431	PCT2 CRC (S.TOWER)-BLDG & OTHR STRUC R&M	880.00	864.00	.00	.00	16.00	98.18
1-1200-431-00-121-004-0-431	PCT1 RD ADM-BLDG&OTHR STRUC R&M SRV	9,175.00	7,387.05	1,486.25	1,486.25	301.70	96.71
1-1200-431-00-121-005-0-431	PCT1 P/U RD-BLDG & OTHR STRUC R&M SRV	2,000.00	.00	.00	.00	2,000.00	.00
1-1200-431-00-121-005-0-433	PCT1 P/U RD-R&B R&M SERVICE	26,000.00	3,000.00	10,981.60	10,981.60	12,018.40	53.78
1-1200-431-00-121-005-0-731	PCT1 P/U RD-ROADS	4,348.92	4,348.92	.00	.00	.00	100.00
1-1200-431-00-121-181-0-731	PCT.1-COLONIA SAENZ-ROADS	3,174.07	821.40	.00	.00	2,352.67	25.88
1-1200-431-00-121-185-0-731	PCT.1-COLONIA WHALEN ROAD-ROADS	8,382.56	.00	.00	.00	8,382.56	.00
1-1200-431-00-121-228-0-731	PCT.1-DIAZ SUBDIVISION-ROADS	22,268.69	22,268.69	.00	.00	.00	100.00
1-1200-431-00-121-387-0-731	PCT.1-LA MESA SUBDIVISION-ROADS	27,000.00	26,864.22	.00	.00	135.78	99.50
1-1200-431-00-121-804-0-731	PCT.1-WES MER SUBDIVISION-ROADS	7,958.92	.00	.00	.00	7,958.92	.00
1-1200-431-00-122-004-0-431	CO SHOP-BLDG&OTHR STRUC R&M SRV	100.00	.00	.00	.00	100.00	.00
1-1200-431-00-122-005-0-431	PCT2 RD ADM-BLDG & OTHER STRUC R&M SRV	2,850.00	1,473.99	856.25	856.25	519.76	81.76
1-1200-431-00-122-006-0-431	PCT2 P/U RD-BLDG & OTHER STRUC R&M SRV	1,000.00	.00	.00	.00	1,000.00	.00
1-1200-431-00-122-006-0-433	PCT2 P/U RD-R&B R&M SERVICE	1,000.00	.00	.00	.00	1,000.00	.00
1-1200-431-00-122-006-0-731	PCT2 P/U RD-ROADS	337,375.12	308,220.98	.00	.00	29,154.14	91.36
1-1200-431-00-122-026-0-731	PCT2 OWASSA RD(JACKSON-R.LONGORIA)-ROADS	73,045.00	42,030.00	.00	.00	31,015.00	57.54
1-1200-431-00-122-027-0-731	PCT2 TOWER RD(MOORE-BALLI)-ROADS	175,877.83	127,522.90	43,354.93	43,354.93	5,000.00	97.16
1-1200-431-00-122-028-0-731	PCT2 S.MCCOLL(DCKR-ORNGWD&.5M S.MLTY)-RD	70,000.00	32,034.05	4,174.72	4,174.72	33,791.23	51.73
1-1200-431-00-122-035-0-731	PCT2 ICA W/HIDALGO(VAL-MEX DR)-ROADS	40,000.00	13,929.00	.00	.00	26,071.00	34.82
1-1200-431-00-122-048-0-731	PCT2 INTERSECTION OF OWASSA & TOWER-ROAD	200,000.00	.00	.00	.00	200,000.00	.00
1-1200-431-00-122-049-0-731	PCT2 TOWER RD(OWASSA-SIOUX)-ROADS	302,900.00	302,754.02	.00	.00	145.98	99.95
1-1200-431-00-122-051-0-731	PCT2 EL GATO RD(W ALAMO-TOWER)-ROADS	95,232.19	61,709.09	.00	.00	33,523.10	64.80
1-1200-431-00-122-052-0-731	PCT2 EL DORA RD(RETAMA-CESAR CHAVEZ)-ROA	74,000.00	42,846.88	.00	.00	31,153.12	57.90
1-1200-431-00-122-240-0-731	PCT.2-EL CHARRO #2-ROADS	323.46	323.46	.00	.00	.00	100.00
1-1200-431-00-122-891-0-731	PCT.2-LOS ENCINOS #2 SUBD-ROADS	2,146.30	.00	.00	.00	2,146.30	.00
1-1200-431-00-124-005-0-431	PCT4 RD ADM-BLDG&OTHR STRUC R&M SRV	8,293.00	5,595.00	1,349.00	1,349.00	1,349.00	83.73
1-1200-431-00-124-007-0-431	PCT4 P/U RD-BLDG&OTHR STRUC R&M SRV	500.00	.00	.00	.00	500.00	.00
1-1200-431-00-124-007-0-433	PCT4 P/U RD-R&B R&M SERVICE	40,000.00	.00	13,463.20	13,463.20	26,536.80	33.66
1-1200-431-00-124-007-0-731	PCT4 P/U RD-ROADS	219,880.07	14,692.28	11,732.74	11,732.74	193,455.05	12.02

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1200-431-00-124-401-0-731	PCT4 BCAP LAKEVIEW S/D-ROADS	4,363.76	4,363.76	.00	.00	.00	100.00
1-1280-419-40-121-970-0-431	PCT1-112-1432-ADM/TAX/AUTO-BLDG&OTHR R&M	71,265.06	71,265.06	.00	.00	.00	100.00
1-1280-419-40-121-971-0-431	PCT1-112-1437-JP/CNST-BLDG&OTHR STRU R&M	47,555.70	47,555.70	.00	.00	.00	100.00
1-1280-419-40-121-972-0-431	PCT1-ELSA MULT SR CTR-BLDG&OTHR STRU R&M	87,871.58	87,871.58	.00	.00	.00	100.00
1-1280-419-40-122-978-0-431	PCT2-50-0743-MCALLEN HEALTH-BLDG&OTH R&M	163,397.00	163,397.00	.00	.00	.00	100.00
1-1280-419-40-122-979-0-431	PCT2-50-0769-MCALLEN WIC-BLDG&OTHR R&M	540.56	.00	.00	.00	540.56	.00
1-1280-419-40-122-980-0-431	PCT2-53-0741-MCALLENTAX/AUTO-BLD&OTH R&M	112,560.13	112,560.13	.00	.00	.00	100.00
1-1280-419-40-122-981-0-431	PCT2-54-0768-SAN JUAN HDSTRT-BLD&OTH R&M	1,231.37	.00	.00	.00	1,231.37	.00
1-1280-419-40-122-982-0-431	PCT2-71-1012-SAN JUAN CRC-BLDG&OTHR R&M	128,402.55	128,402.55	.00	.00	.00	100.00
1-1280-431-00-121-950-0-433	PCT1-37-0586-CR MILE ½ E-R&B R&M SERVICE	35.08	.00	.00	.00	35.08	.00
1-1280-431-00-121-951-0-433	PCT1-37-0590-CR MILE 15½ E-R&B R&M SERVI	49.07	.00	.00	.00	49.07	.00
1-1280-431-00-121-953-0-433	PCT1-38-0599-RANCHO TOLUCA RD-R&B R&M SE	64.97	.00	.00	.00	64.97	.00
1-1280-431-00-121-955-0-433	PCT1-39-0601-CR MILE 7 RD-R&B R&M SERVIC	57.62	.00	.00	.00	57.62	.00
1-1280-431-00-121-960-0-433	PCT1-48-0610-CR MILE 1½ E-R&B R&M SERVIC	41.45	.00	.00	.00	41.45	.00
1-1280-431-00-121-963-0-433	PCT1-49-0709-CR MILE 20 RD-R&B R&M SERVI	53.09	.00	.00	.00	53.09	.00
1-1280-431-00-121-965-0-433	PCT1-53-0659-MARRO RD-R&B R&M SERVICES	500.00	.00	.00	.00	500.00	.00
1-1280-431-00-121-966-0-433	PCT1-53-0660-VALDEZ RD-R&B R&M SERVICES	50.22	.00	.00	.00	50.22	.00
1-1280-431-00-121-967-0-433	PCT1-55-0713-CR MILE 1 E-R&B R&M SERVICE	512.48	.00	.00	.00	512.48	.00
1-1280-431-00-121-968-0-433	PCT1-56-0696-ENGLEMAN RD-R&B R&M SERVICE	47.09	.00	.00	.00	47.09	.00
1-1280-431-00-122-950-0-433	PCT2-37-0581-OWASSA RD-R&B R&M SERVICES	19,600.25	.00	.00	.00	19,600.25	.00
1-1280-431-00-122-951-0-433	PCT2-37-0584-EL JAY DR-R&B R&M SERVICES	1,349.35	.00	.00	.00	1,349.35	.00
1-1280-431-00-122-952-0-433	PCT2-37-0584-GEARHART DR-R&B R&M SERVICE	749.73	.00	.00	.00	749.73	.00
1-1280-431-00-122-953-0-433	PCT2-37-0584-MOONLIGHT AVE-R&B R&M SERVI	1,123.76	.00	.00	.00	1,123.76	.00
1-1280-431-00-122-954-0-433	PCT2-37-0584-OAK AVE-R&B R&M SERVICES	900.27	.00	.00	.00	900.27	.00
1-1280-431-00-122-955-0-433	PCT2-37-0589-RIDGE RD-R&B R&M SERVICES	19,600.25	.00	.00	.00	19,600.25	.00
1-1280-431-00-122-956-0-433	PCT2-37-0591-AMANDA CT-R&B R&M SERVICES	1,572.35	.00	.00	.00	1,572.35	.00
1-1280-431-00-122-957-0-433	PCT2-37-0591-JON DR-R&B R&M SERVICES	1,497.44	.00	.00	.00	1,497.44	.00
1-1280-431-00-122-958-0-433	PCT2-37-0591-ALTA VISTA-R&B R&M SERVICES	748.52	.00	.00	.00	748.52	.00
1-1280-431-00-122-959-0-433	PCT2-37-0591-LEE DR-R&B R&M SERVICES	1,497.44	.00	.00	.00	1,497.44	.00
1-1280-431-00-122-960-0-433	PCT2-37-0605-EARLING RD-R&B R&M SERVICES	13,657.35	.00	.00	.00	13,657.35	.00
1-1280-431-00-122-961-0-433	PCT2-38-0598-VALLEY BLVD-R&B R&M SERVICE	6,045.33	.00	.00	.00	6,045.33	.00
1-1280-431-00-122-962-0-433	PCT2-40-0614-S TOWER RD-R&B R&M SERVICES	18,332.85	.00	.00	.00	18,332.85	.00
1-1280-431-00-122-963-0-433	PCT2-40-0715-ELDORA RD-R&B R&M SERVICES	9,012.65	.00	.00	.00	9,012.65	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1280-431-00-122-964-0-433	PCT2-48-0611-MOORE RD-R&B R&M SERVICES	8,288.89	.00	.00	.00	8,288.89	.00
1-1280-431-00-122-965-0-433	PCT2-48-0644-RIO GRANDE ST-R&B R&M SERVI	900.51	.00	.00	.00	900.51	.00
1-1280-431-00-122-966-0-433	PCT2-48-0644-NUECES ST-R&B R&M SERVICES	373.72	.00	.00	.00	373.72	.00
1-1280-431-00-122-967-0-433	PCT2-48-0644-SAN DIEGO ST-R&B R&M SERVIC	449.20	.00	.00	.00	449.20	.00
1-1280-431-00-122-968-0-433	PCT2-48-0644-SANTA BARBARA DR-R&B R&M SE	1,500.29	.00	.00	.00	1,500.29	.00
1-1280-431-00-122-969-0-433	PCT2-48-0644-SANTA CRUZ DR-R&B R&M SERVI	749.95	.00	.00	.00	749.95	.00
1-1280-431-00-122-970-0-433	PCT2-49-0661-RANCHO BLANCO RD-R&B R&M SE	5,473.25	.00	.00	.00	5,473.25	.00
1-1280-431-00-122-971-0-433	PCT2-49-0662-EL GATO RD-R&B R&M SERVICES	34,914.29	.00	.00	.00	34,914.29	.00
1-1280-431-00-122-972-0-433	PCT2-49-0712-N TOWER RD-R&B R&M SERVICES	15,204.93	.00	.00	.00	15,204.93	.00
1-1280-431-00-122-973-0-433	PCT2-49-0714-BORDER RD-R&B R&M SERVICES	17,349.04	.00	.00	.00	17,349.04	.00
1-1280-431-00-122-974-0-433	PCT2-51-0613-SIOUX RD-R&B R&M SERVICES	10,733.93	.00	.00	.00	10,733.93	.00
1-1280-431-00-122-975-0-433	PCT2-51-0616-CESAR CHAVEZ RD-R&B R&M SEV	23,507.29	.00	.00	.00	23,507.29	.00
1-1280-431-00-122-976-0-433	PCT2-56-0719-MINNESOTA RD-R&B R&M SERVIC	27,801.05	.00	.00	.00	27,801.05	.00
1-1280-431-00-122-977-0-433	PCT2-63-0786-NEBRASKA AVE-R&B R&M SERVIC	10,085.19	.00	.00	.00	10,085.19	.00
1-1280-431-00-124-950-0-433	PCT4-39-0666-SUNNY LN-R&B R&M SERVICES	1,258.95	.00	.00	.00	1,258.95	.00
1-1280-431-00-124-953-0-433	PCT4-49-0668-ANSLEY DR-R&B R&M SERVICES	22,392.44	.00	.00	.00	22,392.44	.00
1-1280-431-00-124-954-0-433	PCT4-49-0670-GRACE LN-R&B R&M SERVICES	24,066.21	.00	.00	.00	24,066.21	.00
1-1280-431-00-124-955-0-433	PCT4-49-0681-SABANITO RD-R&B R&M SERVICE	4,327.24	.00	.00	.00	4,327.24	.00
1-1280-431-00-124-956-0-433	PCT4-49-0683-BEAUMONT AVE-R&B R&M SERVIC	10,254.33	.00	.00	.00	10,254.33	.00
1-1280-431-00-124-957-0-433	PCT4-49-0707-BUCK ST-R&B R&M SERVICES	676.32	.00	.00	.00	676.32	.00
1-1280-431-00-124-958-0-433	PCT4-50-0726-SABANITO DR-R&B R&M SERVICE	34,028.93	.00	.00	.00	34,028.93	.00
1-1280-431-00-124-960-0-433	PCT4-50-0750-HARMONY LN-R&B R&M SERVICES	12,314.00	.00	.00	.00	12,314.00	.00
1-1280-431-00-124-962-0-433	PCT4-53-0675-SAN MARCOS ST-R&B R&M SERVI	5,002.12	.00	.00	.00	5,002.12	.00
1-1280-431-00-124-963-0-433	PCT4-53-0677-LEIGH ANN DR-R&B R&M SERVIC	13,253.49	.00	.00	.00	13,253.49	.00
1-1280-431-00-124-964-0-433	PCT4-53-0682-FRANCHESCA AVE-R&B R&M SERV	4,002.18	.00	.00	.00	4,002.18	.00
1-1280-431-00-124-965-0-433	PCT4-53-0695-KENYON-R&B R&M SERVICES	5,155.70	.00	.00	.00	5,155.70	.00
1-1280-431-00-124-966-0-433	PCT4-53-0744-ANGIE LN-R&B R&M SERVICES	20,299.43	.00	.00	.00	20,299.43	.00
1-1280-431-00-124-967-0-433	PCT4-53-0745-FILEGONA RD-R&B R&M SERVICE	.10	.00	.00	.00	.10	.00
1-1280-431-00-124-969-0-433	PCT4-55-0697-HOLLIS RD-R&B R&M SERVICES	15,415.64	.00	.00	.00	15,415.64	.00
1-1280-431-00-124-972-0-433	PCT4-57-0751-TILMAN ST-R&B R&M SERVICES	3,460.84	.00	.00	.00	3,460.84	.00
1-1280-431-00-124-973-0-433	PCT4-57-0782-SHARP RD-R&B R&M SERVICES	9,977.89	.00	.00	.00	9,977.89	.00
1-1280-431-00-124-975-0-433	PCT4-57-0788-MILE 14½ RD-R&B R&M SERVICE	7,988.19	.00	.00	.00	7,988.19	.00
1-1280-431-00-124-978-0-433	PCT4-63-0780-BRUSHLINE RD-R&B R&M SERVIC	1.40	.00	.00	.00	1.40	.00
1-1280-431-00-124-979-0-433	PCT4-63-0785-ROMAN CIRCLE-R&B R&M SERVIC	19,428.72	.00	.00	.00	19,428.72	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1311-431-00-121-103-1-731	BERNAL HEIGHTS #1-ROADS	19,752.99	.00	.00	.00	19,752.99	.00
1-1311-431-00-121-105-1-731	BERNAL-ROADS	2,467.64	.00	.00	.00	2,467.64	.00
1-1311-431-00-121-230-1-731	DIMAS #3-ROADS	53,732.25	.00	.00	.00	53,732.25	.00
1-1311-431-00-121-244-0-731	EL MESQUITE-ROADS	51,163.91	.00	.00	.00	51,163.91	.00
1-1311-431-00-121-245-1-731	EL MONTE-ROADS	2,587.00	.00	.00	.00	2,587.00	.00
1-1311-431-00-121-495-0-731	NORTH CAPISALLO-ROADS	44,859.48	.00	.00	.00	44,859.48	.00
1-1311-431-00-121-865-1-731	DIMAS #1-ROADS	1,403.35	.00	.00	.00	1,403.35	.00
1-1311-431-00-121-897-1-731	MEL GRAY-ROADS	2,257.77	.00	.00	.00	2,257.77	.00
1-1311-431-00-122-240-1-731	EL CHARRO #2-ROADS	9,703.70	4,967.02	.00	.00	4,736.68	51.19
1-1311-431-00-122-406-1-731	LAS BRISAS-ROADS	370,162.20	.00	.00	.00	370,162.20	.00
1-1311-431-00-122-503-1-731	NORTHSIDE VILLAGE #2-ROADS	4,478.66	.00	.00	.00	4,478.66	.00
1-1311-431-00-122-557-1-731	PENTECOSTAL-ROADS	60,847.71	.00	.00	.00	60,847.71	.00
1-1311-431-00-122-693-0-731	SOUTH SIDE VILLAGE-ROADS	37,955.76	.00	.00	.00	37,955.76	.00
1-1311-431-00-122-767-1-731	VAL BAR ESTATES-ROADS	40,283.88	.00	.00	.00	40,283.88	.00
1-1311-431-00-124-129-0-731	CALMA ESTATES #2-ROADS	12,484.27	.00	.00	.00	12,484.27	.00
1-1311-431-00-124-130-0-731	CALMA ESTATES #3-ROADS	27,210.61	.00	.00	.00	27,210.61	.00
1-1311-431-00-124-363-1-731	L & R GARZA-ROADS	34,148.02	.00	.00	.00	34,148.02	.00
1-1311-431-00-124-541-0-731	PALMA S/D #1-ROADS	73,148.63	.00	.00	.00	73,148.63	.00
1-1311-431-00-124-543-0-731	PALMA S/D #2-ROADS	71,772.12	.00	.00	.00	71,772.12	.00
1-1311-431-00-124-585-1-731	RAMBO ESTATES-ROADS	39,565.36	.00	.00	.00	39,565.36	.00
1-1311-431-00-124-612-0-731	RENA RAE S/D-ROADS	172.55	.00	.00	.00	172.55	.00
1-1312-431-00-121-063-0-731	BALLI ESTATES-ROADS	390,547.50	.00	.00	.00	390,547.50	.00
1-1312-431-00-121-120-0-731	BRENDA GAY-ROADS	66,763.75	110.00	35,783.65	35,783.65	30,870.10	53.76
1-1312-431-00-121-148-0-731	CHAPA NORTH-ROADS	271.20	.00	.00	.00	271.20	.00
1-1312-431-00-121-149-0-731	CHAPA SOUTH-ROADS	271.20	.00	.00	.00	271.20	.00
1-1312-431-00-121-181-0-731	COLONIA SAENZ-ROADS	46,287.83	.00	.00	.00	46,287.83	.00
1-1312-431-00-121-185-0-731	COLONIA WHALEN ROAD-ROADS	93,354.64	.00	.00	.00	93,354.64	.00
1-1312-431-00-121-215-0-731	DE ANDA SUBDIVISION-ROADS	34,216.00	.00	.00	.00	34,216.00	.00
1-1312-431-00-121-220-1-731	DELTA WEST SUBDIVISION-ROADS	217,183.50	.00	.00	.00	217,183.50	.00
1-1312-431-00-121-228-1-731	DIAZ SUBDIVISION-ROADS	56,454.56	56,454.56	.00	.00	.00	100.00
1-1312-431-00-121-319-0-731	HIGH POINT SUBDIVISION-ROADS	1,281.33	.00	.00	.00	1,281.33	.00
1-1312-431-00-121-362-0-731	L & P-ROADS	6,104.25	.00	.00	.00	6,104.25	.00
1-1312-431-00-121-387-0-731	LA MESA SUBDIVISION-ROADS	158,112.08	158,112.08	.00	.00	.00	100.00
1-1312-431-00-121-423-0-731	LOS CASTILLOS ESTATES-ROADS	22,233.36	9,641.15	.00	.00	12,592.21	43.36

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1312-431-00-121-461-0-731	MID-VALLEY ESTATES-ROADS	149,324.98	.00	.00	.00	149,324.98	.00
1-1312-431-00-121-687-0-731	SO. PALM GARDENS EST.#1-ROADS	1,901.86	.00	.00	.00	1,901.86	.00
1-1312-431-00-121-688-0-731	SO. PALM GARDENS EST.#2-ROADS	3,799.50	.00	.00	.00	3,799.50	.00
1-1312-431-00-121-779-0-731	VALLEY VIEW ESTATES-ROADS	97,107.50	.00	.00	.00	97,107.50	.00
1-1312-431-00-121-790-0-731	VILLAGE GROVE #2-ROADS	20,419.00	.00	.00	.00	20,419.00	.00
1-1312-431-00-121-804-0-731	WES-MER SUBDIVISION-ROADS	84,757.48	.00	.00	.00	84,757.48	.00
1-1312-431-00-121-855-0-731	ASH COUNTY-ROADS	62,438.50	.00	.00	.00	62,438.50	.00
1-1312-431-00-121-860-0-731	CHAPA #2-ROADS	6,345.52	.00	.00	.00	6,345.52	.00
1-1312-431-00-121-895-0-731	MARY ANN-ROADS	23,763.00	.00	.00	.00	23,763.00	.00
1-1312-431-00-121-896-0-731	MCKEE #1-ROADS	30,237.62	30,237.55	.00	.00	.07	100.00
1-1312-431-00-122-262-0-731	ESPERANZA ESTATES SUBD-ROADS	17,365.04	.00	.00	.00	17,365.04	.00
1-1312-431-00-122-460-1-731	MESQUITE ACRES SUBD-ROADS	30.00	.00	.00	.00	30.00	.00
1-1312-431-00-122-596-0-731	RANCHO ESCONDIDO SUBD-ROADS	195,162.89	.00	.00	.00	195,162.89	.00
1-1312-431-00-122-890-0-731	LOS ENCINOS #1 SUBD-ROADS	23,131.09	.00	.00	.00	23,131.09	.00
1-1312-431-00-122-891-0-731	LOS ENCINOS #2 SUBD-ROADS	48,159.62	.00	.00	.00	48,159.62	.00
1-1312-431-00-122-900-0-731	MORNINGSIDE SOUTH SUBD-ROADS	171,868.11	.00	.00	.00	171,868.11	.00
1-1312-431-00-124-274-0-731	FOSTER SUBDIVISION-ROADS	59,889.34	20,496.92	1,870.00	1,870.00	37,522.42	37.35
1-1312-431-00-124-300-0-731	HACIENDA DE LOS VEGAS-ROADS	86,200.00	.00	.00	.00	86,200.00	.00
1-1312-431-00-124-329-0-731	HOEN DRIVE SUBD-ROADS	194,027.82	.00	.00	.00	194,027.82	.00
1-1312-431-00-124-401-0-731	LAKEVIEW SUBVISION-ROADS	264,777.00	.00	.00	.00	264,777.00	.00
1-1312-431-00-124-406-0-731	LAS BRISAS-ROADS	96,384.25	.00	.00	.00	96,384.25	.00
1-1312-431-00-124-657-0-731	SEMINARY VILLAGE SUBD-ROADS	103,524.20	.00	.00	.00	103,524.20	.00
1-1312-431-00-124-752-0-731	TRENTON TERRACE-ROADS	60,101.82	.00	.00	.00	60,101.82	.00
1-1312-431-00-124-882-0-731	LA FLOR ESTATES-ROADS	66,845.00	.00	.00	.00	66,845.00	.00
1-1312-431-00-124-883-0-731	LA FLOR GARDENS-ROADS	66,845.00	.00	.00	.00	66,845.00	.00
1-1312-431-00-124-886-0-731	LABORSITA-ROADS	317.38	.00	.00	.00	317.38	.00
1-1315-431-00-121-039-0-731	TXDOT-MILE 6 WEST(US83-SH107)-ROADS	176,640.45	176,640.45	.00	.00	.00	100.00
1-1315-431-00-121-040-0-731	TXDOT-MILE 2 WEST(MILE12-US83)-ROADS	3,746.95	3,746.95	.00	.00	.00	100.00
1-1315-431-00-122-016-0-731	TXDOT-"I" ROAD-ROADS	367,212.53	72,611.28	.00	.00	294,601.25	19.77
1-1315-431-00-122-028-0-731	TXDOT-S. MCCOLL ROAD-ROADS	68,663.59	.00	.00	.00	68,663.59	.00
1-1315-431-00-124-023-0-731	TXDOT-PCT4-"I" RD(OWASSA-US281)-ROAD	9,750.00	.00	.00	.00	9,750.00	.00
1-1331-431-00-121-016-0-731	CO,2001-PCT1-ROADS	5,391.00	.00	.00	.00	5,391.00	.00
1-1334-431-00-121-025-0-731	CO,2004-PCT1-ROADS	7,780.51	.00	.00	.00	7,780.51	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1336-412-00-220-010-0-431	CO,2006-CRTHSE-BLDG&OTHR ST R&M SRV	292,404.27	.00	.00	.00	292,404.27	.00
1-1336-419-40-220-027-0-431	CO,2006-FAC MGMT-BLDG&OTHR ST R&M SRV	2,582.55	.00	.00	.00	2,582.55	.00
1-1336-431-00-121-041-0-731	CO,2006-PCT1-ROADS	268,714.80	107,122.84	9,173.61	9,173.61	152,418.35	43.28
1-1336-431-00-121-076-0-731	CO2006-PCT1 M10N (M4W-E1215') WIDEN-ROAD	60,000.00	.00	.00	.00	60,000.00	.00
1-1336-431-00-124-031-0-731	CO,2006-PCT4 TRENTON(I RD-FM493)-ROADS	500,000.00	.00	.00	.00	500,000.00	.00
1-1342-431-00-121-041-0-731	CO2010A&B-PCT1 ROADS-ROADS	3,020,836.47	.00	.00	.00	3,020,836.47	.00
1-1342-431-00-121-085-0-731	CO2010A&B-PCT1 MILE17N(FM88-FM1015)-ROAD	66,899.04	66,899.04	.00	.00	.00	100.00
1-1342-431-00-121-086-0-731	CO2010A&B-PCT1 PLEASANTVIEW(S.11-34)-RD	166,638.00	166,638.00	.00	.00	.00	100.00
1-1342-431-00-122-027-0-731	CO2010A&B-PCT2 TOWER RD(MOORE-BALI)-ROAD	296,307.00	.00	.00	.00	296,307.00	.00
1-1342-431-00-122-049-0-731	CO2010A&B-PCT2 TOWER RD(OWASSA-SIOUX)-RD	448,870.54	344,878.10	.00	.00	103,992.44	76.83
1-1342-431-00-122-055-0-731	CO2010A&B-PCT2 CHAVEZ(OWASSA-SIOUX)-ROAD	468,870.55	.00	.00	.00	468,870.55	.00

AI-25839 **19.9.**

Award/Traffic Road Signs and Misc. Equipment"

CC REGULAR

Date:	03/28/2011
Submitted By:	Sandy Suarez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Recommending award of bid and approval of contract to lowest bidder (multiple vendors) meeting all specifications/requirements attached hereto for Hidalgo County-"Traffic Road Signs and Misc. Equipment" RFB No.: 2011-027-01-12-SGS.

BACKGROUND

1. Current Contract will expire on April 20, 2011.
2. New Contract will commence on April 21, 2011.
3. Recommended multiple vendors: Custom Products Corp, Delta Specialties Sign & Supply and Pathmark
   Traffic Products.
4. Contract Document was reviewed and approved by Legal counsel as to form.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** various

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

BUDGETARY IMPACT:

See attached exp report for funding sources and availability of funds.

Attachments

Link: Tabulation sheet

Link: Recommendation, awarded items per vendor, etc.

Link: Contract-Custom Products Corp

Link: Contract-Delta Specalities

Link: Contract-Pathmark Traffic Products

Link: exp report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/24/2011 11:57 AM	APRV
2	Budget & Management	Erika Zamora	03/24/2011 12:19 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	03/24/2011 03:10 PM	APRV

4	Auditor's Office	03/25/2011 07:32 AM	NEW
Form Started By: Sandy Suarez		Started On: 03/17/2011 09:16 AM	
Final Approval Date: 03/25/2011			

HIDALGO COUNTY
(All Funding Sources)
"TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT"
RFB NO.: 2011-027-01-12-SGS

LOWEST BID | **REFACEING BIDS** | **NO BID / NB** | **DO NOT MEET SPECS**

ITEM	DELTA SPECIALITIES SIGN & SUPPLY									PATHMARK TRAFFIC PRODUCTS									CUSTOM PRODUCTS CORPORATION								
	CATEGORY A-NEW			CATEGORY B ACCESS.			CATEGORY C-RE-FACING			CATEGORY A-NEW			CATEGORY B ACCESS.			CATEGORY C-RE-FACING			CATEGORY A-NEW			CATEGORY B ACCESS.			CATEGORY C-RE-FACING		
	REFLECTIVE	HIGH INTENSITY	D-GRADE				REFLECTIVE	HIGH INTENSITY	D-GRADE	REFLECTIVE-EG	HIGH INTENSITY	D-GRADE				REFLECTIVE	HIGH INTENSITY	D-GRADE	REFLECTIVE	HIGH INTENSITY	D-GRADE				REFLECTIVE	HIGH INTENSITY	D-GRADE
1) 3 Way																											
12"x 6'	3.50	6.50	9.50				2.45	4.55	6.65	4.18	5.29	6.69				No Bid	No Bid	No Bid	2.27	2.67	4.34				No Bid	No Bid	No Bid
2) 4 WAY																											
12"x 6'	3.50	6.50	9.50				2.45	4.55	6.65	4.18	5.29	6.69				No Bid	No Bid	No Bid	2.27	2.67	4.34				No Bid	No Bid	No Bid
24"x 18'	11.50	16.25	24.00				8.05	11.40	16.80	14.55	17.10	27.60				No Bid	No Bid	No Bid	9.49	11.89	21.90				No Bid	No Bid	No Bid
3) A/C & REFRIDGERATION																											
18"x 24"	11.50	16.25	24.00				8.05	11.40	16.80	14.55	17.10	27.60				No Bid	No Bid	No Bid	9.49	11.89	21.90				No Bid	No Bid	No Bid
4) ALL WAY																											
18" x 6"	4.50	6.50	9.50				3.15	4.55	6.65	6.98	7.98	10.29				No Bid	No Bid	No Bid	3.40	4.00	6.50				No Bid	No Bid	No Bid
5) ARROW																											
48" x 24'	31.00	43.40	64.00				21.70	30.40	44.80	39.00	46.40	74.40				No Bid	No Bid	No Bid	35.17	41.57	68.27				No Bid	No Bid	No Bid
20" x 8"	7.18	12.46	16.57				5.05	8.75	11.60	9.00	11.00	16.70				No Bid	No Bid	No Bid	3.89	5.70	9.41				No Bid	No Bid	No Bid
15" x 8"	6.18	11.46	15.57				4.35	8.05	10.90	8.80	10.80	16.50				No Bid	No Bid	No Bid	5.10	4.36	7.20				No Bid	No Bid	No Bid
6) BRIDGE CLOSED																											
36" x 36"	34.50	48.80	72.00				24.15	34.15	50.40	43.65	51.30	82.80				No Bid	No Bid	No Bid	.100 39.20	46.40	76.44				No Bid	No Bid	No Bid
48" x 48"	61.45	86.70	128.00				43.00	60.75	89.60	77.60	91.20	147.20				No Bid	No Bid	No Bid	.125 86.23	99.03	152.43				No Bid	No Bid	No Bid
30" x 30"	24.00	33.90	50.00				16.80	23.75	35.00	30.31	35.63	57.50				No Bid	No Bid	No Bid	18.95	23.95	44.81				No Bid	No Bid	No Bid
48" x 30"	38.40	54.20	80.00				26.90	37.95	56.00	49.00	57.00	92.00				No Bid	No Bid	No Bid	.100 43.55	51.55	84.93				No Bid	No Bid	No Bid
7) BRIDGE OUT																											
30"x 30"	24.00	33.90	50.00				16.80	23.75	35.00	30.31	35.63	57.50				No Bid	No Bid	No Bid	18.95	23.95	44.81				No Bid	No Bid	No Bid
8) BRUSH AREA																											
18" X 24"	11.50	16.25	24.00				8.05	11.40	16.80	14.55	17.10	27.60				No Bid	No Bid	No Bid	9.49	11.89	21.90				No Bid	No Bid	No Bid
9) CABLE UTILITY WARNING SIGNS																											
9" x 3"	4.50	6.50	10.90				3.15	4.55	7.65	No Bid	No Bid	No Bid				No Bid	No Bid	No Bid	1.24	1.42	1.93				No Bid	No Bid	No Bid
12" x 3 1/2"	7.50	7.85	11.10				5.25	5.80	7.90	No Bid	No Bid	No Bid				No Bid	No Bid	No Bid	1.67	2.44	3.22				No Bid	No Bid	No Bid
12" x 9"	5.25	8.25	11.25				3.70	5.80	7.90	4.85	5.70	9.20				No Bid	No Bid	No Bid	3.40	4.00	6.50				No Bid	No Bid	No Bid
10) CAUTION																											
18"x 24"	11.50	16.25	24.00				8.05	11.40	16.80	14.55	17.10	27.60				No Bid	No Bid	No Bid	9.49	11.89	21.90				No Bid	No Bid	No Bid
30" x 30"	24.00	33.90	50.00				16.80	23.75	35.00	30.31	35.63	57.50				No Bid	No Bid	No Bid	18.95	23.95	44.81				No Bid	No Bid	No Bid
11) CHILDREN AT PLAY																											
24" x 30"	19.00	27.00	40.00				13.30	18.90	28.00	24.25	28.50	46.00				No Bid	No Bid	No Bid	15.72	19.72	36.41				No Bid	No Bid	No Bid
18" X 24"	11.50	16.25	24.00				8.05	11.40	16.80	14.55	17.10	27.60				No Bid	No Bid	No Bid	9.49	11.89	21.90				No Bid	No Bid	No Bid
12) RIGHT OR LEFT CURVE AHEAD																											
24" x 24'	15.35	21.70	32.00				10.75	15.20	22.40	19.40	22.80	36.80				No Bid	No Bid	No Bid	12.63	15.83	29.18				No Bid	No Bid	No Bid
30" x 30"	24.00	33.90	50.00				16.80	23.75	35.00	30.31	35.63	57.50				No Bid	No Bid	No Bid	18.95	23.95	44.81				No Bid	No Bid	No Bid
30" x 36"	29.00	40.65	60.00				20.30	28.45	42.00	36.38	42.75	69.00				No Bid	No Bid	No Bid	.100 32.97	38.97	64.00				No Bid	No Bid	No Bid
13) CONSTRUCTION ZONE WARNING SIGNS(Orange background w/black copy																											
18" x 18"	8.64	12.20	18.00				6.05	8.55	12.60	11.13	13.16	20.98				No Bid	No Bid	No Bid	7.77	9.57	14.10				No Bid	No Bid	No Bid
24" x 24'	15.35	21.68	32.00				10.75	15.20	22.40	19.40	22.80	36.80				No Bid	No Bid	No Bid	12.63	15.83	29.18				No Bid	No Bid	No Bid
30" x 30"	24.00	33.88	50.00				16.80	23.75	35.00	30.31	35.63	57.50				No Bid	No Bid	No Bid	18.95	23.95	36.44				No Bid	No Bid	No Bid
36" x 36"	34.50	48.80	72.00				24.15	34.15	50.40	43.65	51.30	82.80				No Bid	No Bid	No Bid	.100 39.20	46.40	64.50				No Bid	No Bid	No Bid
48" x 48"	61.45	86.70	128.00				43.00	60.7	89.60	77.60	91.20	147.20				No Bid	No Bid	No Bid	.125 86.23	99.03	131.63				No Bid	No Bid	No Bid
14) ROLL -UP MESH SIGNS Legends needed for Roll-up Signs(including rib w/orange background) will be as followed, but not limited to (i.e. Road Construction ahead, Mowers Ahead, Right Lane Closed Ahead, Men Working Ahead, Right & Left Lane Closed Ahead)																											
18" x 18"	No Bid	No Bid	No Bid				No Bid	No Bid	No Bid	No Bid	No Bid	No Bid				No Bid	No Bid	No Bid	No Bid	No Bid	No Bid				No Bid	No Bid	No Bid
24" x 24'	No Bid	No Bid	No Bid				No Bid	No Bid	No Bid	No Bid	No Bid	No Bid				No Bid	No Bid	No Bid	No Bid	No Bid	No Bid				No Bid	No Bid	No Bid
30" x 30"	No Bid	No Bid	No Bid				No Bid	No Bid	No Bid	No Bid	No Bid	No Bid				No Bid	No Bid	No Bid	No Bid	No Bid	No Bid				No Bid	No Bid	No Bid
36" x 36"	49.00	61.00	79.00				No Bid	No Bid	No Bid	33.75	No Bid	No Bid				No Bid	No Bid	No Bid	No Bid	No Bid	No Bid				No Bid	No Bid	No Bid
48" x 48"	55.00	85.00	120.00				No Bid	No Bid	No Bid	42.00	No Bid	No Bid				No Bid	No Bid	No Bid	No Bid	No Bid	No Bid				No Bid	No Bid	No Bid
15) CONSTRUCTION ZONE SIGNS & SUPPLEMENTAL SIGNS (Orange background w/black copy)																											
12"x 18"	8.60	12.00	17.00				6.00	8.40	11.90	7.42	8.77	13.95				No Bid	No Bid	No Bid	5.09	6.29	11.29				No Bid	No Bid	No Bid
24"x 12"	11.00	15.00	20.00				7.70	10.50	14.00	9.90	11.60	14.10				No Bid	No Bid	No Bid	6.89	8.49	15.16				No Bid	No Bid	No Bid
18" X 24"	11.50	16.25	24.00				8.05	11.40	16.80	14.55	17.10	27.60				No Bid	No Bid	No Bid	9.49	11.89	17.88				No Bid	No Bid	No Bid
24" x 18"	11.50	16.25	24.00				8.05	11.40	16.80	14.55	17.10	27.60				No Bid	No Bid	No Bid	9.49	11.89	21.90				No Bid	No Bid	No Bid
30" x 24'	19.00	27.00	40.00				13.30	18.90	28.00	24.25	28.50	46.00				No Bid	No Bid	No Bid	15.72	19.72	36.41				No Bid	No Bid	No Bid
30" x 30"	24.00	33.90	50.00				16.80	23.75	35.00	30.31	35.63	57.50				No Bid	No Bid	No Bid	18.95	23.95	36.44				No Bid	No Bid	No Bid
48" x 18"	22.50	29.50	40.00				15.75	20.65	28.00	29.10	34.20	55.20				No Bid	No Bid	No Bid	18.13	22.93	42.96				No Bid	No Bid	No Bid
48" x 24"	30.00	39.00	51.00				21.70	30.40	44.80	39.00	46.40	74.40				No Bid	No Bid	No Bid	.100 35.91	41.57	57.55				No Bid	No Bid	No Bid
48' x 30"	38.40	54.20	80.00				26.90	37.95	56.00	49.00	57.00	92.00				No Bid	No Bid	No Bid	.125 43.55	51.55	84.93				No Bid	No Bid	No Bid
16) CUSTOM MESSAGE (Legend on 1 or 2 sides -one color-reflective grade will vary) SF-Single Face DF-Double Face																											
9" x 30" SF	11.40	15.00	24.00				9.95	15.00	23.00	9.50	10.80	17.50				No Bid	No Bid	No Bid	6.33	7.81	14.17				No Bid	No Bid	No Bid
DF	17.10	22.50	36.00				14.95	21.70	34.50	13.50	15.80	24.00				No Bid	No Bid	No Bid	9.49	11.71	21.25				No Bid	No Bid	No Bid
12" x 18" SF	8.60	12.00	17.00				7.10	14.45	22.00	7.20	14.50	19.00				No Bid	No Bid	No Bid	5.09	6.29	11.29				No Bid	No Bid	No Bid
DF	12.90	18.00	25.50				10.65	21.68	33.00	9.50	17.50	26.00				No Bid	No Bid	No Bid	7.63	9.43	16.93				No Bid	No Bid	No Bid
18" x 24" SF	11.50	16.25	24.00				9.95	15.00	23.50	14.55	22.00	24.00				No Bid	No Bid	No Bid	9.49	11.89	21.90				No Bid	No Bid	No Bid

DF	17.25	24.38	36.00				14.95	21.70	34.50	18.00	26.00	31.00				No Bid	No Bid	No Bid	14.23	17.83	32.85				No Bid	No Bid	No Bid
36" x 36" SF	34.50	48.50	72.00				25.00	32.00	52.00	43.65	51.30	82.80				No Bid	No Bid	No Bid	.100 39.20	46.40	76.44				No Bid	No Bid	No Bid
DF	51.75	73.20	108.00				37.50	48.00	78.00	54.00	64.00	100.00				No Bid	No Bid	No Bid	58.80	69.60	114.66				No Bid	No Bid	No Bid
17) DEAD END																											
30" x 30"	24.00	33.90	50.00				16.80	23.75	35.00	30.31	35.63	57.50				No Bid	No Bid	No Bid	18.95	23.95	44.81				No Bid	No Bid	No Bid
24" x 24'	15.35	21.70	32.00				10.75	15.20	22.40	19.40	22.80	36.80				No Bid	No Bid	No Bid	12.63	15.83	29.18				No Bid	No Bid	No Bid
18) DETOUR																											
30" x 24'	19.00	27.00	40.00				13.30	18.90	28.00	24.25	28.50	46.00				No Bid	No Bid	No Bid	15.72	19.72	36.41				No Bid	No Bid	No Bid
19) DIP																											
30" x 30"	24.00	33.90	50.00				16.80	23.75	35.00	30.31	35.63	57.50				No Bid	No Bid	No Bid	18.95	23.95	44.81				No Bid	No Bid	No Bid
36" x 36"	34.50	48.80	72.00				24.15	34.15	50.40	43.65	51.30	82.80				No Bid	No Bid	No Bid	.100 39.20	46.40	76.44				No Bid	No Bid	No Bid
20) DOUBLE ARROW																											
48' x 24"	31.00	43.40	64.00				21.70	30.40	44.80	39.00	46.40	74.40				No Bid	No Bid	No Bid	.100 35.91	41.57	68.27				No Bid	No Bid	No Bid
21) FLOURESCENT YELLOW GREEN SAFETY																											
24" x 18"	No Bid	No Bid	27.00				No Bid	No Bid	19.90	No Bid	No Bid	32.00				No Bid	No Bid	No Bid	No Bid	No Bid	22.14				No Bid	No Bid	No Bid
24" x 24'	No Bid	No Bid	36.00				No Bid	No Bid	26.20	No Bid	No Bid	44.00				No Bid	No Bid	No Bid	No Bid	No Bid	29.50				No Bid	No Bid	No Bid
30" x 30"	No Bid	No Bid	56.00				No Bid	No Bid	40.20	No Bid	No Bid	66.00				No Bid	No Bid	No Bid	No Bid	No Bid	45.31				No Bid	No Bid	No Bid
36" x 36"	No Bid	No Bid	82.00				No Bid	No Bid	58.40	No Bid	No Bid	99.00				No Bid	No Bid	No Bid	No Bid	No Bid	77.16				No Bid	No Bid	No Bid
48" x 48"	No Bid	No Bid	135.00				No Bid	No Bid	94.50	77.60	91.20	147.20				No Bid	No Bid	No Bid	.125 154.63	154.63	154.63				No Bid	No Bid	No Bid
22) FRESH OIL																											
24' x 24'	15.35	21.68	32.00				10.75	15.20	22.40	19.40	22.80	36.80				No Bid	No Bid	No Bid	12.63	15.83	29.18				No Bid	No Bid	No Bid
23) HANDICAP UNLIMITED WORDING & SYMBOLS (blue & white)																											
12" x 6"	3.50	6.50	9.50				2.45	4.55	6.65	3.29	4.29	5.89				No Bid	No Bid	No Bid	2.27	2.67	4.34				No Bid	No Bid	No Bid
12" x 9"	5.25	8.25	11.25				3.70	5.80	7.90	3.69	4.89	6.29				No Bid	No Bid	No Bid	3.40	4.00	6.50				No Bid	No Bid	No Bid
12" x 12"	8.00	11.00	16.00				5.60	8.40	11.90	5.59	6.49	9.99				No Bid	No Bid	No Bid	4.34	5.14	8.48				No Bid	No Bid	No Bid
12" x 18"	8.60	12.00	17.00				6.00	8.40	11.90	7.35	8.78	14.10				No Bid	No Bid	No Bid	5.09	6.29	11.29				No Bid	No Bid	No Bid
12" x 24"	11.50	15.50	24.50				7.70	10.50	14.00	9.90	11.60	14.10				No Bid	No Bid	No Bid	6.89	8.49	15.16				No Bid	No Bid	No Bid
18" x 18"	8.64	12.20	18.00				6.05	8.55	12.60	11.13	13.16	20.98				No Bid	No Bid	No Bid	7.77	9.57	17.08				No Bid	No Bid	No Bid
18" X 24"	11.50	16.25	24.00				8.05	11.40	16.80	14.55	17.10	27.60				No Bid	No Bid	No Bid	9.49	11.89	21.90				No Bid	No Bid	No Bid
24) HANDICAP X-ING																											
12" x 18"	8.60	12.00	17.00				6.00	8.40	11.90	7.35	8.78	14.10				No Bid	No Bid	No Bid	5.09	6.29	11.29				No Bid	No Bid	No Bid
18" X 24"	11.50	16.25	24.00				8.05	11.40	16.80	14.55	17.10	27.60				No Bid	No Bid	No Bid	9.49	11.89	21.90				No Bid	No Bid	No Bid
24" x 30"	19.00	27.00	40.00				13.30	18.90	28.00	24.25	28.50	46.00				No Bid	No Bid	No Bid	15.72	19.72	36.41				No Bid	No Bid	No Bid
30" x 30"	24.00	33.88	50.00				16.80	23.75	35.00	30.31	35.63	57.50				No Bid	No Bid	No Bid	18.95	23.95	44.81				No Bid	No Bid	No Bid
36" x 36"	34.50	48.80	72.00				24.15	34.15	50.00	43.65	51.30	82.80				No Bid	No Bid	No Bid	.100 39.20	46.40	76.44				No Bid	No Bid	No Bid
48" x 48"	61.45	86.70	128.00				43.00	60.70	89.60	72.60	91.20	147.20				No Bid	No Bid	No Bid	.125 86.23	99.03	152.43				No Bid	No Bid	No Bid
25) HANDICAP STENCIL																											
18" x 12"	No Bid	No Bid	No Bid				No Bid	No Bid	No Bid	No Bid	No Bid	No Bid				No Bid	No Bid	No Bid	No Bid	No Bid	No Bid				No Bid	No Bid	No Bid
32" x 24"	No Bid	No Bid	No Bid				No Bid	No Bid	No Bid	No Bid	No Bid	No Bid				No Bid	No Bid	No Bid	No Bid	No Bid	No Bid				No Bid	No Bid	No Bid
36" x 36"	No Bid	No Bid	No Bid				No Bid	No Bid	No Bid	No Bid	No Bid	No Bid				No Bid	No Bid	No Bid	No Bid	No Bid	No Bid				No Bid	No Bid	No Bid
44" x 38"	No Bid	No Bid	No Bid				No Bid	No Bid	No Bid	110.00	No Bid	No Bid				No Bid	No Bid	No Bid	No Bid	No Bid	No Bid				No Bid	No Bid	No Bid
48" Handicap stencil	duro 65.00	maxi 120.00	No Bid				No Bid	No Bid	No Bid	No Bid	No Bid	No Bid				No Bid	No Bid	No Bid	No Bid	No Bid	No Bid				No Bid	No Bid	No Bid
26) ARROW SIGN																											
21" X 12 POINTING DOWN, R OR L	11.00	15.00	20.00				7.70	10.50	14.00	14.55	17.10	27.60				No Bid	No Bid	No Bid	6.89	8.49	15.32				No Bid	No Bid	No Bid
27) ICE ON BRIDGE																											
30" x 30"	24.00	33.90	50.00				16.80	23.75	35.00	30.31	35.63	57.50				No Bid	No Bid	No Bid	18.95	23.95	44.81				No Bid	No Bid	No Bid
28) INTER-LOCAL PROJECT SIGNS																											
4"x 8" 1 side pylwood	325.00	430.00	No Bid				250.00	360.00	No Bid	160.00	208.00	288.00				No Bid	No Bid	No Bid	172.16	197.76	304.64				No Bid	No Bid	No Bid
4"x 8" 2 side pylwood	537.50	612.50	No Bi d				350.00	495.00	No Bid	215.00	320.00	470.00				No Bid	No Bid	No Bid	258.24	296.64	456.96				No Bid	No Bid	No Bid
29) OFFICE & SHOP SIGNS																											
No description	120.00	No Bid	No Bid				No Bid	No Bid	No Bid	No Bid	No Bid	No Bid				No Bid	No Bid	No Bid	No Bid	No Bid	No Bid				No Bid	No Bid	No Bid
30) KEEP BACK 25 FT																											
12" x 9"	No Bid	No Bid	No Bid				4.10	5.61	7.00	4.85	5.70	9.20				No Bid	No Bid	No Bid	3.40	4.00	6.50				No Bid	No Bid	No Bid
31) LEFT TO RIGHT MARKER BRIDGE																											
12' x 36'	15.47	18.90	28.20				9.95	15.00	23.00	14.55	17.10	27.60				No Bid	No Bid	No Bid	9.49	11.89	21.90				No Bid	No Bid	No Bid
18" x 24"	11.50	16.25	24.00				9.95	15.00	23.00	14.55	17.10	27.60				No Bid	No Bid	No Bid	9.49	11.89	21.90				No Bid	No Bid	No Bid
32) MATTRESS																											
18" x 24"	11.50	16.25	24.00				9.95	15.00	23.00	14.55	17.10	27.60				No Bid	No Bid	No Bid	9.49	11.89	21.90				No Bid	No Bid	No Bid
33) MEN WORKING																											
24" x 24"	15.35	21.68	32.00				12.95	18.00	29.00	19.40	22.80	36.80				No Bid	No Bid	No Bid	12.63	15.83	29.18				No Bid	No Bid	No Bid
34) METAL AREA																											
18" x 24"	11.50	16.25	24.00				9.95	15.00	23.00	14.55	17.10	27.60				No Bid	No Bid	No Bid	9.49	11.89	21.90				No Bid	No Bid	No Bid
35) MOWERS AHEAD																											
36" x 36"	34.50	48.80	72.00				25.00	36.00	52.00	43.66	51.30	82.80				No Bid	No Bid	No Bid	.100 39.20	46.40	76.44				No Bid	No Bid	No Bid
48" x 48"	61.45	86.70	128.00				45.00	52.00	92.00	72.60	91.20	147.20				No Bid	No Bid	No Bid	.125 86.23	99.03	152.43				No Bid	No Bid	No Bid
36) NARROW BRIDGE																											
24" x 24"	15.35	21.70	32.00				12.95	18.00	29.00	19.40	22.80	36.80				No Bid	No Bid	No Bid	12.63	15.83	29.18				No Bid	No Bid	No Bid
30" x 30"	24.00	33.90	50.00				20.00	28.00	39.00	30.31	35.63	57.50				No Bid	No Bid	No Bid	18.95	23.95	44.81				No Bid	No Bid	No Bid
37) NEIGHBOR HOOD WATCH																											
18" x 24"	11.50	16.25	24.00				9.95	15.00	23.00	14.55	17.10	27.60				No Bid	No Bid	No Bid	10.22	12.62	22.63				No Bid	No Bid	No Bid
24" x 30"	19.00	27.00	40.00				13.95	19.00	37.00	24.25	28.50	46.00				No Bid	No Bid	No Bid	16.81	20.81	37.50				No Bid	No Bid	No Bid
38) NO DUMPING																											
18" x 24"	11.50	16.25	24.00				9.95	15.00	23.00	14.55	17.10	27.60				No Bid	No Bid	No Bid	9.49	11.89	21.90				No Bid	No Bid	No Bid
24" x 30"	19.00	27.00	40.00				13.95	19.00	37.00	24.25	28.50	46.00				No Bid	No Bid	No Bid	15.72	19.72	36.41				No Bid	No Bid	No Bid
60" x 30"	48.00	67.75	100.00				25.00	32.00	52.00	60.60	71.25	115.00				No Bid	No Bid	No Bid	.100 54.32	64.32	106.04				No Bid	No Bid	No Bid
39) PAVEMENT ENDS																											
30" x 30"	24.00	33.88	50.00				20.00	28.00	39.00	30.31	35.63	36.80				No Bid	No Bid	No Bid	18.95	23.95	44.81				No Bid	No Bid	No Bid
36" x 36"	34.50	48.80	72.00				24.15	34.15	50.40	43.66	51.30	82.80				No Bid	No Bid	No Bid	.100 39.20	46.40	76.44				No Bid	No Bid	No Bid

40) PEDESTRIANS																											
36" x 36"	34.50	48.80	72.00				24.15	34.15	50.40	43.66	51.30	82.80				No Bid	No Bid	No Bid	.100	39.20	46.40	76.44				No Bid	No Bid	No Bid
48" x 48"	61.45	86.70	128.00				43.00	60.70	89.60	72.60	91.20	147.20				No Bid	No Bid	No Bid	.125	86.20	99.03	154.63				No Bid	No Bid	No Bid
30" x 30"	24.00	33.90	50.00				16.80	23.75	35.00	30.31	35.63	57.50				No Bid	No Bid	No Bid		18.95	23.95	45.31				No Bid	No Bid	No Bid
41) PUBLIC/PRIVATE PARKING SIGN																											
12" x 18"	8.60	12.00	17.00				6.00	8.40	11.90	7.35	8.78	14.10				No Bid	No Bid	No Bid		5.09	6.29	11.29				No Bid	No Bid	No Bid
18" X 24"	11.50	16.25	24.00				8.05	11.40	16.80	14.55	17.10	27.60				No Bid	No Bid	No Bid		9.49	11.89	21.90				No Bid	No Bid	No Bid
42) RIGHT TO LEFT MARKER																											
12" x 36"	15.47	18.90	28.20				10.85	13.25	19.75	14.55	17.10	27.60				No Bid	No Bid	No Bid		9.49	11.89	21.90				No Bid	No Bid	No Bid
18" x 24"	11.50	16.25	24.00				8.05	11.40	16.80	14.55	17.10	27.60				No Bid	No Bid	No Bid		9.49	11.89	21.90				No Bid	No Bid	No Bid
43) ROAD CLOSED TO THRU TRAFFIC																											
60" x 30"	48.00	67.75	100.00				33.60	47.45	70.00	60.60	71.25	115.00				No Bid	No Bid	No Bid	.100	54.32	64.32	106.04				No Bid	No Bid	No Bid
48" x 30"	38.40	54.20	80.00				26.90	37.95	56.00	49.00	57.00	92.10				No Bid	No Bid	No Bid	.100	43.55	51.55	84.93				No Bid	No Bid	No Bid
44) ROAD CLOSED																											
30" x 48'	61.45	86.70	128.00	< Road closed ahead>			43.00	60.70	89.60	49.00	57.00	92.00				No Bid	No Bid	No Bid	.100	43.55	51.55	84.93				No Bid	No Bid	No Bid
48' x 30"	38.40	54.20	80.00				26.90	37.95	56.00	49.00	57.00	92.00				No Bid	No Bid	No Bid	.100	43.55	51.55	84.93				No Bid	No Bid	No Bid
36" x 36"	34.50	48.80	72.00	< Road closed ahead>			24.15	34.15	50.00	43.66	51.30	82.80				No Bid	No Bid	No Bid	.100	39.20	46.40	76.44				No Bid	No Bid	No Bid
45) ROAD CONSTRUCTION AHEAD																											
30" x 30"	24.00	33.90	50.00				16.80	23.75	35.00	30.31	35.63	57.50				No Bid	No Bid	No Bid		18.95	23.95	44.81				No Bid	No Bid	No Bid
36" x 36"	34.50	48.80	72.00				24.50	34.15	50.40	43.66	51.30	82.80				No Bid	No Bid	No Bid	.100	39.20	46.40	76.44				No Bid	No Bid	No Bid
48" x 48"	61.45	86.70	128.00				43.00	60.70	89.60	72.60	91.20	147.20				No Bid	No Bid	No Bid	.125	83.23	99.03	152.43				No Bid	No Bid	No Bid
46) ROAD MACHINERY AHEAD																											
30" x 30"	24.00	33.90	50.00	Pentagon			16.80	23.75	35.00	30.31	35.63	57.50				No Bid	No Bid	No Bid		18.95	23.95	44.81				No Bid	No Bid	No Bid
36" x 36"	34.50	48.80	72.00				24.15	34.15	50.40	43.66	51.30	82.80				No Bid	No Bid	No Bid	.100	39.20	46.40	76.44				No Bid	No Bid	No Bid
48" x 48"	61.45	86.70	128.00				43.00	60.70	89.60	72.60	91.20	147.20				No Bid	No Bid	No Bid	.125	83.23	99.03	152.43				No Bid	No Bid	No Bid
47) SCHOOL PED X-ING																											
30" x 30"	25.99	33.50	52.00				No Bid	No Bid	36.40	30.31	35.63	57.50				No Bid	No Bid	No Bid		18.95	23.95	45.31				No Bid	No Bid	No Bid
36" x 36"	38.00	52.00	81.00				No Bid	No Bid	56.70	43.66	51.60	82.80				No Bid	No Bid	No Bid	.100	39.20	46.40	77.16				No Bid	No Bid	No Bid
48) SCHOOL ZONE SIGNS & SCHOOL ZONE SIGNS(CELL PHONE USE PROHIBITED UP TO $200.00 FINE)																											
24" x 8"	12.78	18.18	30.75				8.95	12.75	21.55	8.35	10.00	15.45				No Bid	No Bid	No Bid		4.52	5.59	10.15				No Bid	No Bid	No Bid
24" x 10"	12.78	18.18	30.75				8.95	12.75	21.55	9.00	11.00	18.50				No Bid	No Bid	No Bid		5.65	6.98	12.68				No Bid	No Bid	No Bid
18" X 24"	11.50	16.25	24.00				8.05	11.40	16.80	14.55	17.00	27.60				No Bid	No Bid	No Bid		9.49	11.89	22.87				No Bid	No Bid	No Bid
24" x 18"	11.50	16.25	24.00				8.05	11.40	16.80	14.55	17.00	27.60				No Bid	No Bid	No Bid		9.49	11.89	22.87				No Bid	No Bid	No Bid
24" x 24"	15.35	21.70	32.00				10.75	15.20	22.40	19.40	22.80	36.80				No Bid	No Bid	No Bid		12.63	15.83	29.5				No Bid	No Bid	No Bid
24" x 30"	19.00	27.00	40.00				13.30	18.90	28.00	24.25	28.50	46.00				No Bid	No Bid	No Bid		15.72	19.72	36.81				No Bid	No Bid	No Bid
24" x 48"	30.00	39.00	51.00				21.70	30.40	44.80	39.00	46.40	74.40				No Bid	No Bid	No Bid	.100	35.91	41.57	68.91				No Bid	No Bid	No Bid
30" x 30"	24.00	33.90	50.00				16.80	23.75	35.00	30.31	35.63	57.50				No Bid	No Bid	No Bid		18.95	23.95	45.31				No Bid	No Bid	No Bid
48" x 48"	61.45	86.70	12800				43.00	60.70	89.60	72.60	91.20	147.20				No Bid	No Bid	No Bid	.125	86.23	99.03	153.71				No Bid	No Bid	No Bid
36" x 36"	34.50	48.50	72.00				24.15	34.15	50.40	43.66	51.30	82.00				No Bid	No Bid	No Bid	.100	39.20	46.40	77.16				No Bid	No Bid	No Bid
49) SIGNS & BLANKS																											
6" x 18"	5.22	6.25	8.50	with sheeting only			No Bid	No Bid	No Bid	2.96	No Bid	No Bid				No Bid	No Bid	No Bid		No Bid	No Bid	No Bid				No Bid	No Bid	No Bid
6" x 24"	6.75	7.89	10.92				No Bid	No Bid	No Bid	3.98	No Bid	No Bid				No Bid	No Bid	No Bid		No Bid	No Bid	No Bid				No Bid	No Bid	No Bid
6" x 30"	8.44	9.86	13.65				No Bid	No Bid	No Bid	4.98	No Bid	No Bid				No Bid	No Bid	No Bid		No Bid	No Bid	No Bid				No Bid	No Bid	No Bid
6" x 36"	8.95	10.95	14.25				No Bid	No Bid	No Bid	5.98	No Bid	No Bid				No Bid	No Bid	No Bid		No Bid	No Bid	No Bid				No Bid	No Bid	No Bid
30" x 30"	24.00	33.90	50.00				16.80	23.75	35.00	17.30	No Bid	No Bid				No Bid	No Bid	No Bid		No Bid	No Bid	No Bid				No Bid	No Bid	No Bid
50) SINGLE ARROW																											
30" x 36"	29.00	40.65	60.00				20.30	28.45	42.00	36.40	42.75	69.00				No Bid	No Bid	No Bid	.100	32.97	38.97	64.00				No Bid	No Bid	No Bid
48" x 24"	30.00	39.00	51.00				21.70	30.40	44.80	39.00	46.40	74.40				No Bid	No Bid	No Bid	.100	35.91	41.57	68.27				No Bid	No Bid	No Bid
51) SINGLE ARROW LEFT/RIGHT																											
30" x 36"	29.00	40.65	60.00				20.30	28.45	42.00	36.40	42.75	69.00				No Bid	No Bid	No Bid	.100	32.97	38.97	64.00				No Bid	No Bid	No Bid
48" x 24"	30.00	39.00	51.00				21.70	30.40	44.80	39.00	46.40	74.40				No Bid	No Bid	No Bid	.100	35.91	41.57	68.27				No Bid	No Bid	No Bid
52) SLOW																											
24" x 24"	15.35	21.70	32.00				10.75	15.20	22.40	19.40	22.80	36.80				No Bid	No Bid	No Bid		12.63	15.83	29.18				No Bid	No Bid	No Bid
30" x 30"	24.00	33.88	50.00				16.80	23.75	35.00	30.31	35.63	57.50				No Bid	No Bid	No Bid		18.95	23.95	44.81				No Bid	No Bid	No Bid
36" x 36"	34.50	48.80	72.00				24.15	34.15	50.40	43.66	51.30	82.80				No Bid	No Bid	No Bid	.100	39.20	46.40	76.44				No Bid	No Bid	No Bid
53) SLOW FOR CHILDREN																											
24" x 30"	19.00	27.00	40.00				13.30	18.90	28.00	24.25	28.50	46.00				No Bid	No Bid	No Bid		15.72	19.72	36.41				No Bid	No Bid	No Bid
18" X 24"	11.50	16.25	24.00				8.05	11.40	16.80	14.55	17.10	27.60				No Bid	No Bid	No Bid		9.49	11.89	22.87				No Bid	No Bid	No Bid
54) SPECIALTIES SIGNS																											
2" x 16' SF	4.00	5.20	7.15	prices do not include removal			2.80	3.65	No Bid	No Bid	No Bid	No Bid				No Bid	No Bid	No Bid		1.65	1.58	2.79				No Bid	No Bid	No Bid
DF	6.00	7.80	10.75				4.20	5.45	No Bid	No Bid	No Bid	No Bid				No Bid	No Bid	No Bid		2.47	2.37	4.18				No Bid	No Bid	No Bid
6" x 12" SF	4.00	5.20	7.15				2.80	3.65	No Bid	3.98	4.98	6.98				No Bid	No Bid	No Bid		2.27	2.67	4.34				No Bid	No Bid	No Bid
DF	6.00	7.80	10.75				4.20	5.45	No Bid	4.98	5.98	8.50				No Bid	No Bid	No Bid		3.40	4.00	6.51				No Bid	No Bid	No Bid
12" x 9" SF	4.50	5.70	7.65				3.15	4.00	No Bid	4.85	5.70	9.20				No Bid	No Bid	No Bid		3.40	4.00	6.50				No Bid	No Bid	No Bid
DF	6.50	8.30	11.25				4.55	5.80	No Bid	6.10	6.90	12.20				No Bid	No Bid	No Bid		5.10	6.00	9.75				No Bid	No Bid	No Bid
12"x 18" SF	8.00	10.40	14.25				5.60	7.30	No Bid	7.20	14.50	19.00				No Bid	No Bid	No Bid		5.09	6.29	11.29				No Bid	No Bid	No Bid
DF	12.00	15.60	21.40				8.40	10.95	No Bid	9.50	17.50	26.00				No Bid	No Bid	No Bid		7.63	9.43	16.93				No Bid	No Bid	No Bid
18" X 24" SF	16.00	20.75	28.50				11.20	14.55	No Bid	14.55	17.10	27.60				No Bid	No Bid	No Bid		9.49	11.89	21.90				No Bid	No Bid	No Bid
DF	24.00	31.15	42.75				16.80	21.80	No Bid	19.55	24.10	42.00				No Bid	No Bid	No Bid		14.23	17.83	32.85				No Bid	No Bid	No Bid
24" x 24" SF	21.35	27.68	38.00				14.95	19.40	No Bid	19.40	22.80	36.80				No Bid	No Bid	No Bid		12.63	15.83	29.18				No Bid	No Bid	No Bid
DF	32.00	41.50	57.00				22.40	29.05	No Bid	25.40	29.80	52.80				No Bid	No Bid	No Bid		18.94	23.74	43.77				No Bid	No Bid	No Bid
24' x 36" SF	32.00	41.50	57.00				22.40	29.05	No Bid	29.10	34.20	55.20				No Bid	No Bid	No Bid		18.13	22.93	42.96				No Bid	No Bid	No Bid
DF	48.00	62.26	85.50				33.60	43.60	No Bid	34.10	41.20	70.20				No Bid	No Bid	No Bid		27.19	34.39	64.44				No Bid	No Bid	No Bid
30" x 24' SF	26.70	26.70	47.50				18.70	18.70	No Bid	24.25	28.50	46.00				No Bid	No Bid	No Bid		15.72	19.72	36.41				No Bid	No Bid	No Bid
DF	40.00	40.00	71.25				28.00	28.00	No Bid	29.25	35.50	63.00				No Bid	No Bid	No Bid		23.58	29.58	54.61				No Bid	No Bid	No Bid
30" x 30" SF	33.40	43.25	59.40				23.40	30.30	No Bid	30.31	35.63	57.50				No Bid	No Bid	No Bid		18.95	23.95	44.81				No Bid	No Bid	No Bid
DF	50.00	64.90	89.10				35.00	45.45	No Bid	35.31	45.63	77.50				No Bid	No Bid	No Bid		28.42	35.92	67.21				No Bid	No Bid	No Bid
30" x 36" SF	40.05	51.90	71.25				28.05	36.35	No Bid	36.00	45.00	69.00				No Bid	No Bid	No Bid	.100	32.97	38.97	64.00				No Bid	No Bid	No Bid
DF	60.10	77.85	106.90				42.10	54.50	No Bid	43.00	55.00	89.00				No Bid	No Bid	No Bid		49.45	58.45	96.00				No Bid	No Bid	No Bid
36" x 12" SF	16.00	20.75	28.5				11.20	14.55	No Bid	14.55	17.10	27.60				No Bid	No Bid	No Bid		9.49	11.89	21.90				No Bid	No Bid	No Bid
DF	24.00	31.15	42.75				16.80	21.80	No Bid	19.55	24.00	42.00				No Bid	No Bid	No Bid		14.23	17.83	32.85				No Bid	No Bid	No Bid
48" x 24" SF	42.72	55.35	76.00				29.90	38.75	No Bid	38.00	45.60	73.60				No Bid	No Bid	No Bid		35.91	41.57	68.27				No Bid	No Bid	No Bid

DF	64.00	83.00	114.00				44.80	58.10	No Bid	48.00	60.60	100.00				No Bid	No Bid	No Bid	53.86	62.35	102.40				No Bid	No Bid	No Bid
48" x 48" SF	85.45	110.75	152.00				59.80	77.55	No Bid	77.60	91.20	147.20				No Bid	No Bid	No Bid	86.23	99.03	152.43				No Bid	No Bid	No Bid
DF	128.20	166.00	228.00				89.75	116.20	No Bid	89.60	105.00	187.00				No Bid	No Bid	No Bid	129.34	148.54	228.64				No Bid	No Bid	No Bid
4' x 8' SF	325.00	430.00	No Bid				227.50	301.00	No Bid	160.00	192.00	294.00				No Bid	No Bid	No Bid	176.16	197.76	304.64				No Bid	No Bid	No Bid
DF	487.50	645.00	No Bid				341.25	451.50	No Bid	190.00	250.00	395.00				No Bid	No Bid	No Bid	258.24	296.64	456.96				No Bid	No Bid	No Bid
55) SPEED LIMIT																											
18" x 24" 10-40 MPH (depending on Specs)	11.50	16.25	24.00				8.05	11.40	16.80	14.55	17.10	27.60				No Bid	No Bid	No Bid	9.49	11.89	21.90				No Bid	No Bid	No Bid
24"' x 30" 10-40 MPH (depending on Specs)	19.00	27.00	40.00				13.30	18.90	28.00	24.25	28.50	46.00				No Bid	No Bid	No Bid	15.72	19.72	36.41				No Bid	No Bid	No Bid
56) STOP AHEAD (Symbols & Words)																											
24" x 24"	17.95	28.50	42.00				12.60	19.95	29.40	21.40	24.80	38.80				No Bid	No Bid	No Bid	15.24	20.19	35.41				No Bid	No Bid	No Bid
30" x 30"	28.00	43.00	65.00				19.60	30.10	45.50	32.31	37.63	59.50				No Bid	No Bid	No Bid	22.47	30.20	54.03				No Bid	No Bid	No Bid
36" x 36"	50.00	63.00	95.00				35.00	44.10	66.50	45.66	53.30	83.80				No Bid	No Bid	No Bid	43.53	54.65	89.01				No Bid	No Bid	No Bid
57) STOP SIGNS																											
18" x 18"	14.78	18.50	27.95				10.35	12.95	19.57	12.98	16.98	26.00				No Bid	No Bid	No Bid	8.23	10.03	17.54				No Bid	No Bid	No Bid
24" x 24"	16.95	22.50	34.95				11.87	15.75	24.50	15.62	21.25	41.25				No Bid	No Bid	No Bid	12.27	15.47	28.82				No Bid	No Bid	No Bid
24" x 24"	26.00	35.00	54.00				18.20	24.50	37.80	25.45	28.91	53.75				No Bid	No Bid	No Bid	18.23	23.23	44.09				No Bid	No Bid	No Bid
30" x 30"	38.00	47.00	75.00				26.60	32.90	52.50	36.46	41.63	77.40				No Bid	No Bid	No Bid	.100 38.06	45.26	75.30				No Bid	No Bid	No Bid
48" x 48"	90.00	110.00	150.00				63.00	77.00	105.00	65.00	74.00	137.60				No Bid	No Bid	No Bid	.125 86.23	99.03	152.43				No Bid	No Bid	No Bid
58) STOP STENCIL (Separate letters & one stencil)																											
36" x 36'				Duro	36"	85.00							Duro	1/16"	25.00							No Bid					
Stencil				Duro	36 x431/2	70.00									75.00							No Bid					
59) STREET NAME SIGNS (Legend to be on 1 - 2 sides)																											
6" x 18"	16.50	25.50	28.95				No Bid	No Bid	No Bid	5.35 - 7.67	6.99 - 8.99	8.60 - 13.85				No Bid	No Bid	No Bid	9.19-12.07	12.70-18.35	21.44-34.40				No Bid	No Bid	No Bid
6" x 24"	16.50	25.50	28.95				No Bid	No Bid	No Bid	7.13 - 10.22	8.21 - 11.98	11.46 - 18.46				No Bid	No Bid	No Bid	9.19-12.07	12.07-18.35	21.44-34.40				No Bid	No Bid	No Bid
6" x 30"	17.50	26.95	29.95				No Bid	No Bid	No Bid	**8.91** / 12.78	10.27 - 14.98	14.33 - 23.08				No Bid	No Bid	No Bid	9.19-12.07	12.70-18.35	21.44-34.40				No Bid	No Bid	No Bid
6" x 36"	19.50	29.95	39.95				No Bid	No Bid	No Bid	10.69 - 15.33	12.32 - 17.98	17.20 - 27.69				No Bid	No Bid	No Bid	9.19-12.09	12.70-18.35	21.44-34.40				No Bid	No Bid	No Bid
60) SUPPLEMENT PLAQUES																											
12" x 6"	3.50	6.50	9.50				2.45	4.55	6.65	3.98	4.98	6.98				No Bid	No Bid	No Bid	2.27	2.67	4.34				No Bid	No Bid	No Bid
61) "T" INTERSECTION																											
24" x 24"	15.35	21.68	32.00				10.75	15.20	22.40	18.98	24.98	36.98				No Bid	No Bid	No Bid	12.63	15.83	29.18				No Bid	No Bid	No Bid
30" x 30"	24.00	33.88	50.00				16.80	23.75	35.00	30.31	35.63	57.50				No Bid	No Bid	No Bid	18.95	23.95	44.81				No Bid	No Bid	No Bid
36" x 36"	34.50	48.80	72.00				24.15	34.15	50.40	43.66	51.30	82.80				No Bid	No Bid	No Bid	.100 39.20	46.40	76.44				No Bid	No Bid	No Bid
62) TIRE AREA																											
18" X 24"	11.50	16.25	24.00				8.05	11.40	16.80	14.55	17.10	27.60				No Bid	No Bid	No Bid	9.49	11.89	21.90				No Bid	No Bid	No Bid
63) TRAFFIC SIGNS																											
9" X 12"	6.18	11.46	15.57				3.70	5.80	7.90	4.85	5.70	9.70				No Bid	No Bid	No Bid	3.40	4.00	6.50				No Bid	No Bid	No Bid
18' X 12'	8.60	12.00	17.00				6.00	8.40	11.90	7.35	8.78	14.10				No Bid	No Bid	No Bid	5.09	6.29	11.29				No Bid	No Bid	No Bid
18' X 24"	11.50	16.25	24.00				8.05	11.40	16.80	14.55	17.10	27.60				No Bid	No Bid	No Bid	9.49	11.89	21.90				No Bid	No Bid	No Bid
24" X 18"	11.50	16.25	24.00				8.05	11.40	16.80	14.55	17.10	27.60				No Bid	No Bid	No Bid	9.49	11.89	21.90				No Bid	No Bid	No Bid
24" X 24"	15.35	21.70	32.00				10.75	15.20	22.40	19.40	22.80	36.00				No Bid	No Bid	No Bid	12.63	15.83	29.18				No Bid	No Bid	No Bid
24" X 30"	19.00	27.00	40.00				13.30	18.90	28.00	24.25	28.50	46.00				No Bid	No Bid	No Bid	15.72	19.72	36.41				No Bid	No Bid	No Bid
24" X 36"	23.00	32.50	48.00				16.10	22.75	33.60	29.10	34.20	55.20				No Bid	No Bid	No Bid	18.13	22.93	42.96				No Bid	No Bid	No Bid
30" x 30"	24.00	33.90	50.00				16.80	23.75	35.00	30.31	35.63	57.50				No Bid	No Bid	No Bid	18.95	23.95	44.81				No Bid	No Bid	No Bid
30" x 36"	29.00	40.65	60.00				20.30	28.45	42.00	36.38	42.75	69.00				No Bid	No Bid	No Bid	32.97	38.97	64.00				No Bid	No Bid	No Bid
36" X 12"	11.50	16.20	24.00				10.85	13.25	19.75	14.55	17.10	27.00				No Bid	No Bid	No Bid	9.49	11.89	21.90				No Bid	No Bid	No Bid
48" x 24"	30.00	39.00	51.00				21.70	30.40	44.80	39.00	46.40	74.40				No Bid	No Bid	No Bid	.100 35.91	41.57	68.27				No Bid	No Bid	No Bid
48" x 48"	61.45	86.70	128.00				43.00	60.70	89.60	72.60	91.20	147.20				No Bid	No Bid	No Bid	.125 86.23	99.03	152.43				No Bid	No Bid	No Bid
64) TRASH AREA																											
18' X 24"	11.50	16.25	24.00				8.05	11.40	16.80	14.55	17.10	27.60				No Bid	No Bid	No Bid	9.49	11.89	21.90				No Bid	No Bid	No Bid
65) TRUCK CROSSING																											
36" x 36"	34.50	48.80	72.00				24.15	34.15	50.40	43.65	51.63	82.80				No Bid	No Bid	No Bid	.100 39.20	46.40	76.44				No Bid	No Bid	No Bid
48" x 48"	61.45	86.70	128.00				43.00	60.70	89.60	72.60	91.20	147.20				No Bid	No Bid	No Bid	.125 86.23	99.03	152.43				No Bid	No Bid	No Bid
30" x 30"	24.00	33.88	50.00				16.80	23.75	35.00	30.31	35.63	57.50				No Bid	No Bid	No Bid	18.95	23.95	44.81				No Bid	No Bid	No Bid
66) WARNING SIGNS																											
9" X 12"	6.18	11.46	15.57				3.70	5.80	7.90	4.85	5.95	6.98				No Bid	No Bid	No Bid	3.40	4.00	6.50				No Bid	No Bid	No Bid
18' X 12'	8.60	12.00	17.00				6.00	8.40	11.90	7.35	8.78	14.10				No Bid	No Bid	No Bid	5.09	6.29	11.29				No Bid	No Bid	No Bid
24" X 18"	11.50	16.25	24.00				8.05	11.40	16.80	14.55	17.10	27.60				No Bid	No Bid	No Bid	9.49	11.89	21.90				No Bid	No Bid	No Bid
24" X 24"	15.35	21.70	32.00				10.75	15.20	22.40	19.40	22.80	36.80				No Bid	No Bid	No Bid	12.63	15.83	29.18				No Bid	No Bid	No Bid
24" X 30"	19.00	27.00	40.00				13.30	18.90	28.00	24.25	28.50	46.00				No Bid	No Bid	No Bid	15.72	19.72	36.41				No Bid	No Bid	No Bid
24" X 36"	23.00	32.50	48.00				16.10	22.75	33.60	29.10	34.20	55.20				No Bid	No Bid	No Bid	18.13	22.93	42.96				No Bid	No Bid	No Bid
30" x 30"	24.00	33.90	50.00				16.80	23.75	35.00	30.31	35.63	57.50				No Bid	No Bid	No Bid	18.95	23.95	44.81				No Bid	No Bid	No Bid
36" x 12"	11.50	16.20	24.00				10.85	13.25	19.75	14.55	17.10	27.60				No Bid	No Bid	No Bid	9.49	11.89	21.90				No Bid	No Bid	No Bid
36" X 36"	34.50	48.80	72.00				24.15	34.15	50.40	43.66	51.30	82.80				No Bid	No Bid	No Bid	.100 39.50	46.40	76.44				No Bid	No Bid	No Bid
48" x 24"	30.00	39.00	51.00				21.70	30.40	44.80	39.00	46.40	74.40				No Bid	No Bid	No Bid	.100 35.91	41.57	68.27				No Bid	No Bid	No Bid
48" x 48"	61.45	86.70	128.00				43.00	60.70	89.60	72.60	91.20	147.20				No Bid	No Bid	No Bid	.125 86.23	99.03	152.43				No Bid	No Bid	No Bid
67) WATER ON BRIDGE																											
30" x 30"	24.00	33.90	50.00				16.80	23.75	35.00	30.31	35.63	57.50				No Bid	No Bid	No Bid	18.95	23.95	44.81				No Bid	No Bid	No Bid
48" x 48"	61.45	86.70	128.00				43.00	60.70	89.60	72.60	91.20	147.20				No Bid	No Bid	No Bid	.125 86.23	99.03	152.43				No Bid	No Bid	No Bid
68) YIELD SIGN																											
30" x 30' x 30"	27.00	35.90	52.00				18.90	25.15	36.40	13.49	16.32	41.00				No Bid	No Bid	No Bid	9.91	12.47	23.15				No Bid	No Bid	No Bid
36" x 36" x 36"	36.50	50.80	74.00				25.55	35.55	51.80	19.10	21.37	98.00				No Bid	No Bid	No Bid	12.58	15.85	29.54				No Bid	No Bid	No Bid
69) "Y" INTERSECTION																											
30" x 30"	24.00	33.90	50.00				16.80	23.75	35.00	30.31	35.63	57.50				No Bid	No Bid	No Bid	18.95	23.95	44.81				No Bid	No Bid	No Bid
70) YOUR TRASH MUST BE SECURE AT ALL TIMES																											
18' X 24"	11.50	16.25	24.00				8.05	11.40	16.80	14.55	17.10	27.60				No Bid	No Bid	No Bid	9.49	11.89	21.90				No Bid	No Bid	No Bid
71) 3" CENTER PAVEMENT REFLECTORS-(Ceramic)																											
Amber					1.50									No Bid								No Bid					
Clear					1.70									No Bid								No Bid					
Red Or White					1.85									No Bid								No Bid					
72) 4" CENTER PAVEMENT REFLECTORS-(Ceramic)																											

Amber					1.50									3.95									No Bid		
Clear					1.70									3.95									No Bid		
Red or White					1.85									4.50									No Bid		
73) BRACKETS & CAPS																									
Aluminum Brackets 6"& 9"				buckle	16.95									No Bid									No Bid		
Cross Brackers 2"					3.50									3.79								5.5"	3.60		
3"					8.50									3.78									3.60		
Round Post Brackets					3.50									3.99								5.5"	3.92		
3"					8.50									5.25									5.06		
U Post Brackets 2"					3.50									3.99								5.5"	3.60		
3"					9.50									5.25									3.60		
90° Bracket -4 Way Assy (all types & size post & sign height)					3.50									No Bid									No Bid		
45 °/ 180° Bracket -4 Way Assy (all types & size post & sign height)					3.50									No Bid									No Bid		
Post Cap U Channel					3.50									3.99									3.60		
Post Cap - 2"					3.50									3.99									3.92		
3"					8.50									5.25									5.06		
Post Cap-13/4 Sq Post Flat Assy					5.25									4.90									4.39		
3" Post Cap (Standard 3" pipe)					8.50									5.25									5.06		
POST DOME CAPS(Standard 3' pipe)					4.50									5.25									No Bid		
Wing Bracket-All Sign Plates	straps or bolts to side of wall or pole			12" 13.00	18" 15.00	24" 22.00								No Bid									No Bid		
Standard 16" Wing Bracket	14" x 18 1/4" Metro#8				9.00									No Bid								14.5"	4.59		
Heavy Duty 24' Wing Bracket	meto#800				16.00									No Bid									14.04		
74) BARRICADES																									
A-Frame 30" ht x 6" wt-All Plastic Frames(SF OR DF)	SF N/B DF 150.00	SF 125.00 DF N/B	No Bid							SF 45.00 DF 52.00	SF 55.00 DF 62.00	No Bid							No Bid	No Bid	No Bid					
8' Type III Orange or Red/Wh Type A & C (DF)					DF 310.00					175.00	195.00	No Bid											No Bid		
10" Type III-Barricade(DF) Sheeting 1 -2 SIDE)					DF 351.00					195.00	225.00	No Bid											No Bid		
Barricade Marker 24'x 24"				18"x18"	25.00									No Bid									No Bid		
Barricade Flasher					16.95									17.00									No Bid		
Barricade Lights					16.95									17.00									No Bid		
75) PANELS																									
96x 8" Reflective 1" thick Orange/white					52.00					25.00	35.00	No Bid											No Bid		
76) TYPE I & III				**Type1**	**Type III**																				
End Of Road			wood	**8'**	No Bid	150.00							**8'**	No Bid	195.00							**8'**	No Bid		
				10'	No Bid	195.00							**10'**	No Bid	225.00							**10'**	No Bid		
				12'	No Bid	210.00							**12'**	No Bid	255.00							**12'**	No Bid		
77) BARREL TAPE (WHITE, RED OR YELLOW)																									
2"x 50 yds					80.00					26.00	52.00	No Bid											No Bid		
4" x 50 yds					160.00					52.00	104.00	No Bid											No Bid		
6" x 50 yds					240.00					78.00	156.00	No Bid											No Bid		
78) BARRICADE TAPE																									
Reflective Gen. Purpose				1"x30 yd	65.00								1"x30 yd	No Bid								1"x30 yd	No Bid		
Tape-Red, White &				2"x30 yd	135.00								2"x30 yd	No Bid								2"x30 yd	No Bid		
Yellow (Rolls)				3"x30 yd	150.00								3"x30 yd	No Bid								3"x30 yd	No Bid		
79) TYPE A & C ORANGE LEFT/RIGHT-TYPE III																									
8" x 50 yd	232.00	300.00	No Bid							105.00	205.00	No Bid											No Bid		
8" x 100 yd	464.00	600.00	No Bid							210.00	410.00	No Bid											No Bid		
80) FLEXIBLE ROAD MARKER																									
62" White Road Marker w/white reflector sheeting					38.00					3 x 9 13.95	14.95	16.95											No Bid		
62" White Road Market w/yellow reflector sheeting					38.00					3 x 9 13.95	14.95	16.95											No Bid		
Jiggle bars 6" 34'					12.95									No Bid									No Bid		
81) BARRIER FENCE & TAPE																									
Temporay Barrier fence			per ft.		0.55									No Bid									No Bid		
Temporay Barrier fence Roll			4'x100'		43.00							4'x100'		55.00									No Bid		

Quick Fence Safety System					52.00									No Bid								No Bid					
Industrial Grade Mil Barrier Tape					9.95									No Bid								No Bid					
82) CONES (TRAFFIC)																											
18" Plain, Bright Orange top, black base					7.25									5.60								4.45					
28" Plain Bright Orange top, black base					11.25									7.95								7.39					
36" Plain Bright Orange top, black base					18.95									12.80								17.17					
28" Orange/Red Glow					11.25									No Bid								No Bid					
28" with Reflective collars					15.95								7#	13.95								13.19					
11 1/2" x 16" Decals					12.95									12.00						8.58	14.42	18.92					
Chevrons 18" x 24"	11.50	16.25	24.00											21.00						9.49	11.89	21.90					
83) DOUBLE ARROW																											
48" x 24" Yellow Reflective Aluminum Rectangle	31.00	43.40	64.00											No Bid					.100	35.91	41.57	68.27					
Municipal Emblems (pressure sensitive)					12.95									No Bid								No Bid					
84) OBJECT MARKERS REFLECTIVE																											
6" x 24"					6.55					11.00	15.00	25.00								4.34	5.14	8.48					
10" x 30"					11.95					14.10	17.10	27.60								7.17	8.84	15.79					
12" x 36"					15.25					14.10	17.10	27.60								9.49	11.89	21.90					
6" Dellineator Posts (flexible)					38.00								1.12#	7.60								No Bid					
Plastic delineators(stand alone)					42.00									No Bid								No Bid					
6" x 12" Bridge Markers					4.25					3.95	5.95	10.95								2.21	2.61	4.28					
Markers/Button delineators					25.00					23.00	35.00	60.00								14.41	16.46	24.48					
Round Plastic Reflectors-Red					1.00								3"	0.75								0.57					
Round Plastic Reflectors-Amber					1.00								3"	0.75								0.57					
Rectanglular Reflectors 3' x 8" Type A & C					5.50					3.95	5.95	10.95										No Bid					
85) SAFETY FLAGS																											
Fluorescent w/stiffener 16"x16"					No Bid									No Bid								No Bid					
Fluorescent w/stiffener 18"x18"					5.25								N/R	3.95								No Bid					
24' Safety Flags					5.25									No Bid								No Bid					
86) FOLDING SIGNS																											
24"x 24' Binder Signs (folding sign)					32.00									No Bid								No Bid					
Portable stands(3&4 legs) Quadra flex 36' stand					140.00									No Bid								No Bid					
8"x10" upright Sign post					15.00									No Bid								No Bid					
Quad stands for Roll Up Mesh sign					140.00						135.00											No Bid					
30" x30" Roll Up Mest Stop/Slow Paddle(folding sign)			collapsable	roll up	75.00						140.00											No Bid					
87) STUB POST																											
Tubular Post 8"					15.95								16 g	13.46								No Bid					
Tubular Post 10"					18.95								16g	16.85								No Bid					
Tubular Post 12"					21.25								16g	20.19								No Bid					
Square Post			2"x2" x 12'>		35.00									No Bid								No Bid					
88) SIGN ASSEMBLY HARDWARE																											
Locknuts					0.25									0.10								No Bid					
anti-theft Bolts					0.25									0.65								No Bid					
5/16 Bolts 2 1/2 x 3'					0.35									0.45								No Bid					
1/4 Bolts 2'					0.35									0.35								No Bid					
1/4" Screws for Brackets (blade holders)				bx/100	5.93									0.20								No Bid					
Srew set (vandle proof)				bx/100	11.00									0.39								No Bid					
89) U CHANNEL																											

12' x 3" heavy guage (green)					37.00								2#/LF	18.59								No Bid						
U Shape Galvanized 10 ft					31.68									18.58								No Bid						
12 ft					38.02									22.30								No Bid						
Safety Spice Uchannel Sign Post System					37.00									12.00								No Bid						
90) DOME DRUMS																													
Super Dome Drums					44.00						Top ony 40.00	45.00	No Bid									No Bid						
Molded Rubber Base				25 lbs	28.86									40# 35.00								No Bid						
Blue Net Sheeting 15'					No Bid									No Bid								No Bid						
4" Transfer Tape					13.28									16.00								No Bid						
91) SPEED BUMPS																													
6' Speed Bump (plastic)					112.50									125.00								No Bid						
9" Speed Bump (plastic)					157.50									205.00								No Bid						
6' Speed Bump Yellow & Black (plastic)					194.92									255.00								No Bid						
92) EPOXY																													
1 Gal. Epoxy Kit					97.00									95.00								No Bid						
5 Gal. Epoxy Kit					No Bid									425.00								No Bid						
Epoxy Pads				4"x4"	1.50								8"x8"	0.95								No Bid						
Epoxy Quick Sticks					19.95									5.00								No Bid						
93) MISC.																													
Slow Moving Vehicle-040 Aluminum					9.95						25.00	30.00										No Bid						
Slow Moving Vehicle-Decal (triangle)					6.95						25.00	30.00										No Bid						
Keep Back 500 Feet 33" x 3" Reflective				Decal	9.95						No Bid	No Bid										No Bid						
Tape-Caution Buried Electrical Lines				3'x1000	14.95						No Bid	No Bid										No Bid						
8' x 4' MDO Specialty Sign			single sided	non reflec	285.00						160.00	224.00	352.00									No Bid						
6" x 50 yds Roll of EG-Engineer Grade Vinyl					101.00									78.00								No Bid						
6' x 50 yds Roll of HIP-High Intensity Prismatic					157.50									150.00								No Bid						
Post Driver					325.00									manual> 395.00								No Bid						
18" Double Faced Hand Paddles					16.95						30.00	45.00	No Bid									No Bid						
	Estimated Delivery Time for Statndard (In-Stock) signs: 2-5 Days Estimated Delivery Time for Non-Standard (Not In-Stock) - Small Orders: 2 weeks Large Orders: 30 Days										Estimated Delivery Time for Statndard (In-Stock) signs: 3-5 Days Estimated Delivery Time for Non-Standard (Not In-Stock) - Small Orders: 14-21 Days Large Orders: 21-28 Days											Estimated Delivery Time for Statndard (In-Stock) signs: 3-5 Days Estimated Delivery Time for Non-Standard (Not In-Stock) - Small Orders: 21 Days Large Orders: 30 Days							

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

MEMORANDUM

DATE: February 08, 2011

TO: **Hon. Joel Quintanilla, Commissioner**
Hidalgo County Precinct No. 1
Attn: Mr. Eddy Gonzalez, Exec. Asst. of Community Affairs

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
Attn: Mr. Saul Ramirez, Field Operations Foreman

TO: **Hon. Hector Palacios, Commissioner**
Hidalgo County Precinct No. 2
Attn: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
Attn: Mr. Marco Lopez, Chief Administrator

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2011-027-01-12-SGS-Hidalgo County- "TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT" (All Funding Sources, Programs and Entities)"

We have received three (3) responses to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than **Tuesday, February 15, 2011 @ 2:00 p.m.** to be able to present to Commissioner's Court **on February 22, 2011.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department. **via fax to (956)-318-2629 or via email to: sandy.suarez@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Delta Specialities Signs +	They are local. able to get material
2. Supplies	much quicker plus they are tax
3.	payers in Hidalgo County.

Please include the budget account number(s) for the above reference project.
Budget Acct No.: 1-1200-431-00-121-005-0-(679)-(613)

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
E. Z. Gonzalez	Eddy Gonzalez	Pct. #1	02/09/11

Enclosures

Pct #1

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

MEMORANDUM

DATE: February 08, 2011

TO: **Hon. Joel Quintanilla**, Commissioner
Hidalgo County Precinct No. 1
Attn: Mr. Eddy Gonzalez, Exec. Asst. of Community Affairs

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
Attn: Mr. Saul Ramirez, Field Operations Foreman

TO: **Hon. Hector Palacios**, Commissioner
Hidalgo County Precinct No. 2
Attn: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
Attn: Mr. Marco Lopez, Chief Administrator

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2011-027-01-12-SGS-Hidalgo County- "TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT" (All Funding Sources, Programs and Entities)"

We have received three (3) responses to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than Tuesday, February 15, 2011 @ 2:00 p.m. to be able to present to Commissioner's Court on February 22, 2011. Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956)-318-2629 or via email to: sandy.suarez@co.hidalgo.tx.us.

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

Multiple Vendors

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Delta Sec.	Local Vendor (Take Items Needed Immediately)
2. Custom Products	Lower Prices For Items that are not Needed Immediately
3. Path Master	Items not Needed Immediately and Lower Prices

Please include the budget account number(s) for the above reference project.
Budget Acct No.: 1-1100-452-00-122-008-0-613,679
1-1200-431-00-122-006-0-613,679

Ricardo Cuellar — Ricardo Cuellar — Precinct No. 2

AUTHORIZED SIGNATURE | PRINTED NAME | DEPARTMENT | DATE

Enclosures

Pct 2

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

MEMORANDUM

DATE: February 08, 2011

TO: Hon. Joel Quintanilla, Commissioner
Hidalgo County Precinct No. 1
Attn: Mr. Eddy Gonzalez, Exec. Asst. of Community Affairs

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
Attn: Mr. Saul Ramirez, Field Operations Foreman

TO: Hon. Hector Palacios, Commissioner
Hidalgo County Precinct No. 2
Attn: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
Attn: Mr. Marco Lopez, Chief Administrator

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

RE: BID AWARD RECOMMENDATION REQUEST
Bid No. 2011-027-01-12-SGS-Hidalgo County- "TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT" (All Funding Sources, Programs and Entities)"

We have received three (3) responses to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than Tuesday, February 15, 2011 @ 2:00 p.m. to be able to present to Commissioner's Court on February 22, 2011. Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department. via fax to (956)-318-2629 or via email to: sandy.suarez@co.hidalgo.tx.us.

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Valley Signalization Supply	Local Vendor
2. Custom Products Corp.	Lowest Bid
3.	

Please include the budget account number(s) for the above reference project.
Budget Acct No.: 1-1000-431-40-133-005-0-679
Acct 1100 fund

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	C. M. Flores	Precinct #3	2/15/11

Enclosures

Pct 3 received 2/02/11

sandy.suarez

From: Norma Ceballos [norma.ceballos@co.hidalgo.tx.us]
Sent: Thursday, March 17, 2011 11:39 AM
To: 'sandy.suarez'
Subject: RE: 2011-027-01-12-SGS " Traffic Road Signs and Misc. Equipment" 1100 account

1-1100-432-00-123-001-0-679
1-1100-452-00-123-008-0-679

From: sandy.suarez [mailto:sandy.suarez@co.hidalgo.tx.us]
Sent: Thursday, March 17, 2011 11:23 AM
To: 'Norma Ceballos'
Subject: 2011-027-01-12-SGS " Traffic Road Signs and Misc. Equipment" 1100 account
Importance: High

Good Morning Norma,

On the Recommendation for the above referenced project that I received on 03/02/11 , the 1200 fund was mentioned and shown and the 1100 fund was also mentioned, but it wasn't written down. Can you please send it to me? I need to review the funds.

Thank you,

Sandy Suarez, Buyer II
Hidalgo County Purchasing Department
2802 South Bus. Hwy 281
Edinburg, Texas 78539
(956) 292-7000 ext. 4860
(956) 318-2629 fax
sandy.suarez@co.hidalgo.tx.us

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

MEMORANDUM

DATE: February 08, 2011

TO: **Hon. Joel Quintanilla, Commissioner**
Hidalgo County Precinct No. 1
Attn: Mr. Eddy Gonzalez, Exec. Asst. of Community Affairs

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
Attn: Mr. Saul Ramirez, Field Operations Foreman

TO: **Hon. Hector Palacios, Commissioner**
Hidalgo County Precinct No. 2
Attn: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
Attn: Mr. Marco Lopez, Chief Administrator

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2011-027-01-12-SGS-Hidalgo County- "TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT" (All Funding Sources, Programs and Entities)"

We have received three (3) responses to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than **Tuesday, February 15, 2011 @ 2:00 p.m.** to be able to present to Commissioner's Court **on February 22, 2011.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department. **via fax to (956)-318-2629 or via email to: sandy.suarez@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Delta Sigma	Local vendor (no frt fees)
2.	
3.	

Please include the budget account number(s) for the above reference project.
Budget Acct No.: 1-1200-431-00-124-007-0-6131675

Marcos Lopez — Pct 4 — 2/22/11

AUTHORIZED SIGNATURE — PRINTED NAME — DEPARTMENT — DATE

Enclosures

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

RECEIVED
FEB 18 2011
By 10:36a

MEMORANDUM

TO: Anacleto Martinez, Chief Duty
Hidalgo County Adult Detention Facility

ATTN: Juan Tapia ,Procurement Specialist

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

DATE: February 08, 2011

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2011-027-01-12-SGS-Hidalgo County(All Funding Sources)-"TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT"

We have received three (3) responses to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than Monday, **February 15, 2011 @ 2:00 p.m.** to be able to present to Commissioner's Court **on February 22, 2011.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department **via fax to (956)-318-2629 or via email to: sandy.suarez@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Award To Lowest	AWARD To Lowest Bidders
2. Multiple Bidders.	
3.	

Please include the budget account number(s) for the above reference project.
Budget Acct No.: _____

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	"Sonny" Martinez		2/17/11

Enclosures

5.0.

sandy.suarez

From: Juan Tapia [juan.tapia@hidalgoso.org]
Sent: Thursday, March 17, 2011 2:35 PM
To: 'sandy.suarez'
Subject: RE: 2011-027-01-12-SGS "Traffic Road Signs and Misc. Equipment" Account Number

Sandy,
The account number **11-1100-421-00-280-001-0-679** applies to this project is the same that shows on your memo sent for approval of specifications dated 11-22-2010. Should you have any other questions or required additional information, please contact us.
Respectfully,

Juan Tapia
Procurement Specialist
Hidalgo Co. Sheriff's Office

From: sandy.suarez [mailto:sandy.suarez@co.hidalgo.tx.us]
Sent: Thursday, March 17, 2011 2:25 PM
To: 'Juan Tapia'
Subject: 2011-027-01-12-SGS "Traffic Road Signs and Misc. Equipment" Account Number
Importance: High

Mr. Tapia,
Can you please provide the account number(s) that your dept. will be utilizing for the above referenced project please. It was not stated on the Recommendation. Thank you for your prompt attention to this matter.
Sincerely,

Sandy Suarez, Buyer II
Hidalgo County Purchasing Department
2802 South Bus. Hwy 281
Edinburg, Texas 78539
(956) 292-7000 ext. 4860
(956) 318-2629 fax
sandy.suarez@co.hidalgo.tx.us

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

MEMORANDUM

RECEIVED
FEB 24 2011
By

TO: **Richard Sunday**, Infrastructure Sys. Manager
Hidalgo County Facilities Management

ATTN: Daniel Flores

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

DATE: February 08, 2011

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2011-027-01-12-SGS-Hidalgo County (All Funding Sources)-"TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT"

We have received eight (8) responses to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than Tuesday, **February 15, 2011 @ 2:00 p.m.** to be able to present to Commissioner's Court **on February 22, 2011.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department **via fax to (956)-318-2629 or via email to: sandy.suarez@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Delta Signs	Local Vendor – will take too long
2.	to get Item from out of
3.	area Vendor.

Please include the budget account number(s) for the above reference project.
Budget Acct No.: 1-1100-449-40-220-001-0-679

Dan O'Flores Fac. Mgt 2/23/11

AUTHORIZED SIGNATURE | PRINTED NAME | DEPARTMENT | DATE

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

RFB-RFP-RFQ

BID OPENING DATE: JANUARY 12, 2011 **BID OPENING TIME:** 9:30 A.M

DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY (All Sources, Programs and Entities) "TRAFFIC ROAD SIGNS & MISC. EQUIPMENT"

BID NO: 2011-027-01-12-SGS

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST VIA*	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1.) NIPPON CARBIDE INDUSTRIES Attn: Mike Gatica	e-mail	Sandy Suarez	12/27/10	P# 800-395-2528 mgatica@nikkalite.com
2). Delta Specialties Attn: Jessica	e-mail	Sandy Suarez	12/27/10	10205 E. Hwy 107 Edinburg, TX. 78542 P#956-316-1626 sales@deltasignsupply.com
3.) Custon Products Corp. Attn: Heidi	e-mail	Sandy Suarez	12/27/10	PO Box 54091 Jackson, MS. 39288 P# 800-367-1492 heidi@cpcsigns.com
4.) Rocal, Inc. Attn: Teri Sellers	e-mail	Sandy Suarez	12/28/10	3186 CR 550 Frankfort, OH. 45628 P# 740-998-2122- x 129 F# 740-998-2073 tsellers@rocal.com
5.) Pathmark Traffic Products Attn: Cody Holtz	e-mail	Sandy Suarez	12/28/10	P.O. Box 1066 San Marcos, TX. 78667 P# 800-547-0874 sales@pathmark.net
6.) Vulcan Signs Attn: David Beviacqua	e-mail	Sandy Suarez	12/30/10	408 E. Berry Ave Foley, AL 36535 P: 1-800-633-6845 F: 1-251-943-1544 : vulcan3@vulcaninc.com
7.) Safeway Sign Company Attn: Vickie Hanson	e-mail	Sandy Suarez	01/04/11	9875 Yucca Rd. Adelanto, ACA. 92301 P# 800-637-7233 F#760-246-5512 sales@safewaysign.com
8.) Discount Iron Works Attn; Mike Gonzalez	IP	Sandy Suarez	01/04/11	144 Souix Rd. Alamo, TX. 78516 P# 956-787-7033 or 227-1211 agonzalezdiw@sbcglobal.net mgonzalezdiw@sbcglobal.net

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)

CUSTOM PRODUCTS CORP.
AWARDED ITEMS

Category A-New

		Reflect	Hi-Intens	Grade-D
1) 3 Way	12"x6"	2.27	2.67	4.34
2) 4 Way	12"x6"	2.27	2.67	4.34
	24"x18"	9.49	11.89	21.90
3) A/C & Ref	18"x24"	9.49	11.89	21.90
4) All Way	18'x6"	3.40	4.00	6.50
5) Arrow Sign	48"x24"		41.57	68.27
	20'x8'	3.89	5.70	9.41
	15"x8"	5.10	4.36	7.20
6) Bridge Closed				
	36"x36"		46.40	
	30"x30"	18.95	23.95	44.81
	48"x30"		51.55	
7) Bridge Out	30"x30"	18.95	23.95	44.81
8) Brush Area	18" 24"	9.49	11.89	21.90
9) Cable/Util. Warning	9"x3"	1.24	1.42	1.93
	12"x3 1/2	1.67	2.44	3.22
	12"x9"	3.40	4.00	6.50
10) Caution	18"x24"	9.49	11.89	21.90
	30"x30"	18.95	23.95	44.81
11) Children at Play	24"x30"	15.72	19.72	36.41
	18"x24"	9.49	11.89	21.90
12) Curve: R or L	24"x24"	12.63	15.83	29.18
	30"x30"	18.95	23.95	44.81
	30"x36"		38.97	
13) Const.Zone Warning	18"x18"	7.77	9.57	14.10
	24"x24"	12.63	15.83	29.18
	30"x30"	18.95	23.95	36.44
	36"x36"		46.40	64.50
	48"x48"			
15) Const. Zone Signs	12"x18"	5.09	6.29	11.29
	24"x12"	6.89	8.49	
	18"x24"	9.49	11.89	17.88
	24"x18"	9.49	11.89	21.90
	30"x24"	15.72	19.72	36.41
	30"x30"	18.95	23.95	36.44
	48"x18"	18.13	22.93	
	48"x24"			
	48"x30"		51.55	
		SF/DF	SF/DF	SF/DF
16) Custon Message	9"x30"	6.33/9.49	7.81/11.71	14.17/21.25
	12"x18"	5.09/7.63	6.29/9.43	11.29/16.93
	18"x24"	9.49/14.23	11.89/17.83	21.90/
	36"x36"		46.40/	
17) Dead End	30"x30"	18.95	23.95	44.81
	24"x24"	12.63	15.83	29.18
18) Detour	30"x24"	15.72	19.72	36.41
19) Dip	30"x30"	18.95	23.95	44.81
	36"x36"		46.40	
20) Double Arrow	48"x24"		41.57	
21) Flour. Yell/Green	24"x18"			22.14
	24"x24"			29.50
	30"x30"			45.31
	36"x36"			77.16
	48"x48"			
22) Fresh Oil	24"x24"	12.63	15.83	29.18
23) Handicap Unlimit ed	12"x6"	2.27	2.67	4.34
	12"x9"	3.40	4.00	
	12"x12"	4.34	5.14	8.48
	12"x18"	5.09	6.29	11.29
	12"x24"	6.89	8.49	
	18"x18"	7.77	9.57	17.08
	18"x24"	9.49	11.89	21.90
24) Handicap X-ing	12"x18"	5.09	6.29	11.29
	18"x24"	9.49	11.89	21.90

Category B- Accessories

73) Brackets & Caps				
Post cap 2"/3"				/5.06
Post cap 1 3/4 sq post flat assy				4.39
3" Post cap (standard 3" pipe)				5.06
Heavy duty 24" wing bracket				14.04
82) Cones(traffic)				
18" Plain bright orange top/blk base				4.45
28" Plain bright orange top/blk base				7.39
28' w/ Reflect collar				13.19
	Reflect.	Hi-Intens	D-Grade	
11 1/2"x16" decals	8.58			
Chevron 18"x24"	9.49	11.89		
83) Double Arrow				
48"x24" Yellow reflect. Aluminum rectangle		41.57		
84) Object Markers				
reflect. 6"x24	4.34			
10"x30"	7.17			
12"x36"	9.49			
6"x12" Bridge Markers	2.21			
18"x18" End of Road markers/button deline	14.41			
Round plast. Reflect red				0.57
Round plast. Reflect amber				0.57

CATERGORY C- NO BIDS

	24"x30"	15.72	19.72	36.41
	30"x30"	18.95	23.95	44.81
	36"x36"		46.40	
	48"x48"			
26) Arrow Sign	21"x12"			
Pointing down R or L		6.89	8.49	15.32
27) Ice on Bridge	30"x30"	18.95	23.95	44.81
28) Interlocal sign-1 side	4"x8"		197.76	
2 side	4"x8"		296.64	456.96
30) Keep Back 25ft	12"x9"	3.40	4.00	6.50
31) L to R Marker Bridge	12"x36"	9.49	11.89	21.90
	18"x24"	9.49	11.89	21.90
32) Mattress	18"x24"	9.49	11.89	21.90
33) Men Working	24"x24"	12.63	15.83	29.18
34) Metal Area	18"x24"	9.49	11.89	21.90
35) Mowers Ahead	36"x36"		46.40	
36) Narrow Bridge	24"x24"	12.63	15.83	29.18
	30'x30"	18.95	23.95	44.81
37) Neighborhood	18"x24"	10.22	12.62	22.63
Watch	24"x30"	16.81	20.81	37.50
38) No Dumping	18"x24"	9.49	11.89	21.90
	24"x30"	15.72	19.72	36.41
	60"x30"		64.32	
39) Pavement Ends	30"x30"	18.95	23.95	
	36"x36"		46.40	
40) Pedestrians	36"x36"		46.40	
	30"x30"	18.95	23.95	45.31
41) Public/Priv Park	12"x18"	5.09	6.29	11.29
	18"x24'	9.49	11.89	21.90
42) R to L Marker	12"x36"	9.49	11.89	21.90
	18"x24"	9.49	11.89	21.90
43) Rd Closed Thru Traf	60"x30"		64.32	
	48"x30"		51.55	
44) Road Closed	30"x48"	43.55	51.55	84.93
	48"x30"		51.55	
	36"x36"	39.20	46.40	76.44
45) Rd Constr. Ahead	30"x30"	18.95	23.95	44.81
	36"x36"		46.40	
46) Rd Mach. Ahead	30"x30"	18.95	23.95	44.81
	36"x36"		46.40	
47) School Ped X-ing	30"x30"	18.95	23.95	45.31
	36"x36"		46.40	77.16
48) School Zone/cell	24"x8"	4.52	5.59	10.15
	24"x10"	5.65	6.98	12.68
	18"x24'	9.49	11.89	22.87
	24"x18'	9.49	11.89	22.87
	24"x24"	12.63	15.83	29.50
	24"x30"	15.72	19.72	36.81
	30"x30"	18.95	23.95	45.31
	36"x36"		46.40	
50) Single Arrow	30"x36"		38.97	
51) Single Arrow L/R	30"x36"		38.97	
52) Slow	24"x24"	12.63	15.83	29.18
	30"x30"	18.95	23.95	44.81
	36"x36"		46.40	
53) Slow for Children	24"x30"	15.72	19.72	36.41
	18"x24"	9.49	11.89	22.87
		SF/DF	SF/DF	SF/DF
54) Specialities Signs	2"x16"	1.65/2.47	1.58/2.37	2.79/4.18
	6"x12"	2.27/3.40	2.67/4.00	4.34/6.51
	12"x9"	3.40/5.10	4.00/6.00	6.50/9.75
	12"x18"	5.09/7.63	6.29/9.43	11.29/16.93
	18"x24"	9.49/14.23	11.89/17.83	21.90/32.85
	24"x24"	12.93/18.94	15.83/23.74	29.18/43.77
	24"x36"	18.13/27.19	22.93/34.39	42.96/64.44
	30"x24"	15.72/23.58	19.72/29.58	36.41/54.61
	30"x30"	18.95/28.42	23.95/35.92	44.81/67.21
	30"x36"	32.97/	38.97/	64.00/
	36"x12"	9.49/14.23	11.89/17.83	21.90/32.85
	48"x24"	35.91/	41.57/	68.27/

55) Speed Limit 10-40 mph	18"x24"	9.49	11.89	21.90
10-40 mph	24"x30"	15.72	19.72	36.41
56) Stop Ahead	24"x24"	15.24	20.19	35.41
	30"x30"	22.47	30.20	54.03
	36"x36"	43.53	54.65	89.01
57) Stop Signs	18"x18"	8.23	10.03	17.54
	24"x24"	12.27	15.47	28.82
	30"x30"	18.23	23.23	44.09
59) Street Names(legend on 1				
or 2 sides)	6"x36"	9.19/12.09		
60) Supplement Plaques	12"x6"	2.27	2.67	4.34
61) "T" Intersection	24"x24'	12.63	15.83	29.18
	30"x30"	18.95	23.95	44.81
	36"x36"		46.40	
62) Tire Area	18"x24"	9.49	11.89	21.90
63) Traffic Signs	9"x12"	3.40	4.00	6.50
	18"x12"	5.09	6.29	11.29
	18"x24"	9.49	11.89	21.90
	24"x18"	9.49	11.89	21.90
	24"x24"	12.63	15.83	29.18
	24"x30"	15.72	19.72	36.41
	24"x36"	18.13	22.93	42.96
	30"x30"	18.95	23.95	44.81
	30"x36"		38.97	
	36"x12"	9.49	11.89	21.90
64) Trash Area	18"x24"	9.49	11.89	21.90
65) Truck Crossing	36"x36"		46.40	
	30"x30"	18.95	23.95	44.81
66) Warning Signs	9"x12"	3.40	4.00	6.50
	18"x12"	5.09	6.29	11.29
	24"x18"	9.49	11.89	21.90
	24"x24"	12.63	15.83	29.18
	24"x30"	15.72	19.72	36.41
	24"x36"	18.13	22.93	42.96
	30"x30"	18.95	23.95	44.81
	36"x12"	9.49	11.89	
	36"x36"		46.40	
67) Water On Bridge	30"x30"	18.95	23.95	44.81
68) Yield Sign	30'x30"x30"	9.91	12.47	23.15
	36"x36"x36'	12.58	15.85	29.54
69) "Y" Intersection	30"x30"	18.95	23.95	44.81
70) Your Trash-secure	18"x24"	9.49	11.89	21.9

Delta Specialties Signs Supplies
Awarded Items

		Category A-New			Category C-Refacing		
		Reflect	Hi-Intens	Grade-D	Reflect	Hi-Intens	Grade-D
1) 3 Way	12"x6"				2.45	4.55	6.65
2) 4 Way	12"x6"				2.45	4.55	6.65
	24"x18"				8.05	11.40	16.80
3) A/C & Ref	18"x24"				8.05	11.40	16.80
4) All Way	18'x6"				3.15	4.55	6.65
5) Arrow Sign	48"x24"	31.00			21.70	30.40	44.80
	20"x8"				5.05	8.75	11.60
	15"x8"				4.35	8.05	10.90
6) Bridge Closed	36"x36"	34.50		72.00	24.15	34.15	50.40
	48"x48"	61.45	86.70	128.00	43.00	60.75	89.60
	30"x30"				16.80	23.75	35.00
	48"x30"	38.40		80.00	26.90	37.95	56.00
7) Bridge Out	30"x30"				16.80	23.75	35.00
8) Brush Area	18" 24"				8.05	11.40	16.80
9) Cable/Util. Warning	9"x3"				3.15	4.55	7.65
	12"x3 1/2				5.25	5.80	7.90
12"x9"					3.70	5.80	7.90
10) Caution	18"x24"				8.05	11.40	16.80
	30"x30"				16.80	23.75	35.00
11) Children at Play	24"x30"				13.30	18.90	28.00
	18"x24"				8.05	11.40	16.80
12) Curve: R or L -	24"x24"				10.75	15.20	22.40
Curve Ahead	30"x30"				16.80	23.75	35.00
	30"x36"	29.00		60.00	20.30	28.45	42.00
13) Const.Zone Warning	18"x18"				6.05	8.55	12.60
	24"x24"				10.75	15.20	22.40
	30"x30"				16.80	23.75	35.00
	36"x36"	34.50			24.15	34.15	50.40
	48"x48"	61.45	86.70	128.00	43.00	60.70	89.60
14) Roll Up Mesh	36"x36"		61.00	79.00	No Bid	No Bid	No Bid
	48"x48"		85.00	120.00	No Bid	No Bid	No Bid
15) Const. Zone Signs	12"x18"				6.00	8.40	11.90
	24"x12"				7.70	10.50	14.00
	18"x24"				8.05	11.40	16.80
	24"x18"				8.05	11.40	16.80
	30"x24"				13.30	18.90	28.00
	30"x30"				16.80	23.75	35.00
	48"x18"			40.00	15.75	20.65	28.00
	48"x24"	30.00	39.00	51.00	21.70	30.40	44.80
	48"x30"	38.40		80.00	26.90	37.95	56.00
		SF/DF	SF/DF	SF/DF	SF/DF	SF/DF	SF/DF
16) Custon Message	9"x30"				9.95/14.95	15.00/21.70	23.00/34.50
	12"x18"				7.10/10.65	14.45/21.68	22.00/33.00
	18"x24"			72.00/	9.95/14.95	15.00/21.70	23.50/34.50
	36"x36"	34.50/51.75			25.00/37.50	32.00/48.00	52.00/78.00
17) Dead End	30"x30"				16.80	23.75	35.00
	24"x24"				10.75	15.20	22.40
18) Detour	30"x24"				13.30	18.90	28.00
19) Dip	30"x30"				16.80	23.75	35.00
	36"x36"	34.50		72.00	24.15	34.15	50.40
20) Double Arrow	48"x24"	31.00		64.00	21.70	30.40	44.80
21) Flour. Yell/Green	24"x18"				No Bid	No Bid	19.00
	24"x24"				No Bid	No Bid	26.20
	30"x30"				No Bid	No Bid	40.20
	36"x36"				No Bid	No Bid	58.40
	48"x48"			135.00	No Bid	No Bid	94.50
22) Fresh Oil	24"x24"				10.75	15.20	22.40
23) Handicap Unlimit	12"x6"				2.45	4.55	6.65
	12"x9"				3.70	5.80	7.90
	12"x12"				5.60	8.40	11.90
	12"x18"				6.00	8.40	11.90
	12"x24"				7.70	10.50	14.00
	18"x18"				6.05	8.55	12.60
	18"x24"				8.05	11.40	16.80
24) Handicap X-ing	12"x18"				6.00	8.40	11.90
	18"x24"				8.05	11.40	16.80
	24"x30"				13.30	18.90	28.00
	30"x30"				16.80	23.75	35.00
	36"x36"	34.50		72.00	24.15	34.15	50.00

Category B- Accessories

71) 3" Ctr Pavement Reflectors		
Amber		1.50
Clear		1.70
Red or White		1.85
72) 4" Ctr Pavement Reflectors		
Amber		1.50
Clear		1.70
Red or White		1.85
73) Brackets & Caps		
Aluminum 6" & 9"		16.95
Cross Brackets 2"		3.50
Round Post Bracket 2"		3.50
U Post Brackets 2"		3.50
90° Bracket 4 way assy		3.50
45°/80° Bracket 4 way assy		3.50
Post cap U Channel		3.50
Post cap 2"		3.50
Post dome caps 3"		4.50
Wing Brackets 12"		13.00
	18"	15.00
	24"	22.00
74) Barricades		
Barricade Flashers		16.95
Barricade Lights		16.95
76) End Of Road Type I &III	Type I	Type III
	8'	150.00
	10'	195.00
	12'	210.00
78) Barricade Tape-Reflective	1"x30 yd	65.00
Gen Purpose Tape red	2"x30 yd	135.00
white & yellow(rolls)	3"x30 yd	150.00
80) Flexible Road Marker		
62" White Road w/white reflect sheeting		38.00
62" White Road w/yellow reflect sheeting		38.00
Jiggle bars 6" 34"		12.95
81) Barrier Fence & Tape		
TemporayBarrier Fence	per ft.	0.55
Temporay Barrier Fence Roll	4'x100	43.00
Quick fence safey system		52.00
Industrial grade Mil Barrier tape		9.95
82)Cones (traffic)		
28" Orange/red glow		11.25

	Reflect.	Hi-Intent	D-grade	
83) Double Arrow				
48"x24 yell. Reflect Aluminum rectangle	31.00		64.00	
Municipal Emblem (pressure sensitive)				12.95
85) Safety Flags				
24" Safety Flag				5.25
86) Folding Signs				
24"x24" Binder sign folding sign				32.00
Port. Stands(3 &4) legs Quad flex 36"				140.00
8'x10' upright sign post				15.00
30"x30"Roll up Mesh stop/slow Paddle fold				75.00
87) Stub Post				
square post 2"x2" 12'				35.00
88) Sign Assy Hardware				
anti theft bolts				0.25
5/16 bolts 2 1/2 x 3"				0.35
1/4 bolts 2"				0.35
90) Dome Drums				
4" x Transfer Tape				13.28
91) Speed Bumps				
6" Speed Bump (plast)				112.50

Delta Specialties Signs Supplies
Awarded Items

	48"x48"	61.45	86.70	128.00	43.00	60.70	89.60
25) Handicap Stencil	48"	65.00	120.00		No Bid	No Bid	No Bid
26) Arrow Sign	21"x12"				No Bid	No Bid	No Bid
Pointing down R or L					7.70	10.50	14.00
27) Ice on Bridge	30"x30"				16.80	23.75	35.00
28) Interlocal sgn-1 side	4"x8"				250.00	360.00	No Bid
2 side	4"x8"				350.00	495.00	No Bid
29) Office & Shop signs		120.00			No Bid	No Bid	No Bid
30) Keep Back 25ft	12"x9"				4.10	5.61	7.00
31) L to R Marker Brid	12"x36"				9.95	15.00	23.00
	18"x24"				9.95	15.00	23.00
32) Mattress	18"x24"				9.95	15.00	23.00
33) Men Working	24"x24"				12.95	18.00	29.00
34) Metal Area	18"x24"				9.95	15.00	23.00
35) Mowers Ahead	36"x36"	34.50		72.00	25.00	36.00	52.00
	48"x48"	61.45	86.70	128.00	45.00	52.00	92.00
36) Narrow Bridge	24"x24"				12.95	18.00	29.00
	30"x30"				20.00	28.00	39.00
37) Neighborhood Wat	18"x24"				9.95	15.00	23.00
	24"x30"				13.95	19.00	37.00
38) No Dumping	18"x24"				9.95	15.00	23.00
	24"x30"				13.95	19.00	37.00
	60"x30"	48.00		100.00	25.00	32.00	52.00
39) Pavement Ends	30"x30"				20.00	28.00	39.00
	36"x36"	34.50		72.00	24.15	34.15	50.40
40) Pedestrians	36"x36"	34.50		72.00	24.15	34.15	50.40
	48"x48"	61.45	86.70	128.00	43.00	60.70	89.60
	30"x30"				16.80	23.75	35.00
41) Public/Priv Park	12"x18"				6.00	8.40	11.90
	18"x24'				8.05	11.40	16.80
42) R to L Marker	12"x36"				10.85	13.25	19.75
	18"x24"				8.05	14.40	16.80
43) Rd Closed Thru Traf	60"x30"	48.00		100.00	33.60	47.45	70.00
	48"x30"	38.40		80.00	26.90	37.95	56.00
44) Road Closed	48"x30"	38.40		80.00	26.90	37.95	56.00
45) Rd Constr. Ahead	30"x30"				16.80	23.75	35.00
	36"x36"	34.50		72.00	24.50	34.15	50.40
	48"x48"	61.45	86.70	128.00	43.00	60.70	89.60
46) Rd Mach. Ahead	30"x30"				16.80	23.75	35.00
	36"x36"	34.50		72.00	24.15	34.15	50.40
	48"x48"	61.45	86.70	128.00	43.00	60.70	89.60
47) School Ped X-ing	30"x30"				No Bid	No Bid	36.40
	36"x36"	38.00			No Bid	No Bid	56.70
48) School Zone/cell	24"x8"				8.95	12.75	21.55
	24"x10"				8.95	12.75	21.55
	18"x24"				8.05	11.40	16.80
	24"x18"				8.05	11.40	16.80
	24"x24"				10.75	15.20	22.40
	24"x30"				13.30	18.90	28.00
	24"x48"	30.00	39.00	51.00	21.70	30.40	44.80
	30"x30"				16.80	23.75	35.00
	48"x48"	61.45	86.70	128.00	43.00	60.70	89.60
	36"x36"	34.50		72.0	24.15	34.15	50.40
49) Signs & Blanks	6"x18"		6.25	8.50	No Bid	No Bid	No Bid
	6"x24"		7.89	10.92	No Bid	No Bid	No Bid
	6"x30"		9.86	13.65	No Bid	No Bid	No Bid
	6"x36"		10.95	14.25	No Bid	No Bid	No Bid
	30"x30"		33.90	50.00	16.80	23.75	35.00
50) Single Arrow	30"x36"	29.00		60.00	20.30	28.45	42.00
	48"x24'	30.00	39.00	51.00	21.70	30.40	44.80
51) Single Arrow L/R	30"x36"	29.00		60.00	20.30	28.45	42.00
	48"x24"	30.00	39.00	51.00	21.70	30.40	44.80
52) Slow	24"x24"				10.75	15.20	22.40
	30"x30"				16.80	23.75	35.00
	36"x36"	34.50		72.00	24.15	34.15	50.40
53) Slow for Children	24"x30"				13.30	18.90	28.00
	18"x24"				8.05	11.40	16.80
		SF/DF	SF/DF	SF/DF	SF/DF	SF/DF	SF/DF
54) Specialities Signs	2"x16"				2.80/4.20	3.65/5.45	No Bid
	6"x12"				2.80/4.20	3.65/5.45	No Bid
	12"x9"				3.15/4.55	4.00/5.80	No Bid
	12"x18"				5.60/8.40	7.30/10.95	No Bid
	18"x24"				11.20/16.80	14.55/21.80	No Bid
	24"x24"				14.95/22.40	19.40/29.05	No Bid
	24"x36"				22.40/33.60	29.05/43.60	No Bid

9" Speed Bump (plast)				157.50
6" Speed Bump (plast) yell/black				194.92
93) Misc.				
Slow Moving Vehicle 040 Aluminum				9.95
Slow Moving Vehicle decal -triangle				6.95
Keep Back 500 ft. 33"x3" reflective			decal	9.95
Tape-Caution Buried Electrical Lines			3'x1000'	14.95
Post Driver				325.00
18" Double faced Hand Paddles				16.95

Delta Specialties Signs Supplies
Awarded Items

	30"x24"				18.70/28.00	18.70/28.00	No Bid
	30"x30"				23.40/35.00	30.30/45.45	No Bid
	30"x36"				28.05/42.10	36.35/54.50	No Bid
	36"x12"				11.20/16.80	14.55/21.80	No Bid
	48"x24"				29.90/44.80	38.75/58.10	No Bid
	48"x48"				59.80/89.75	77.55/116.20	No Bid
	4'x8'				227.50/341.25	301.00/451.50	No Bid
55) Speed Limit 10-40 mph	18"x24"				8.05	11.40	16.80
10-40 mph	24"x30"				13.30	18.90	28.00
56) Stop Ahead	24"x24"				12.60	19.95	29.40
	30"x30"				19.60	30.10	45.50
	36"x36"				35.00	44.10	66.50
57) Stop Signs	18"x18"				10.35	12.95	19.57
	24"x24"				11.87	15.75	24.50
	30"x30"				18.20	24.50	37.80
	36"x36"			75.00	26.60	32.90	52.50
	48"x48"				63.00	77.00	105.00
60) Supplement Plaques	12"x6"				2.45	4.55	6.65
61) "T" Intersection	24"x24'				10.75	15.20	22.40
	30"x30"				16.80	23.75	35.00
	36"x36"	34.50		72.00	24.15	34.15	50.40
62) Tire Area	18"x24"				8.05	11.40	16.80
63) Traffic Signs	9"x12"				3.70	5.80	7.90
	18"x12"				6.00	8.40	11.90
	18"x24"				8.05	11.40	16.80
	24"x18"				8.05	11.40	16.80
	24"x24"				10.75	15.20	22.40
	24"x30"				13.30	18.90	28.00
	24"x36"				16.10	22.75	33.60
	30"x30"				16.80	23.75	35.00
	30"x36"	29.00		60.00	20.30	28.45	42.00
	36"x12"				10.85	13.25	19.75
	48"x24"	30.00	39.00	51.00	21.70	30.40	44.80
	48"x48"	61.45	86.70	128.00	43.00	60.70	89.60
64) Trash Area	18"x24"				8.05	11.40	16.80
65) Truck Crossing	36"x36"	34.50		72.00	24.15	34.15	50.40
	48"x48"	61.45	86.70	128.00	43.00	60.70	89.60
	30"x30"				16.80	23.75	35.00
66) Warning Signs	9"x12"				3.70	5.80	7.90
	18"x12"				6.00	8.40	11.90
	24"x18"				8.05	11.40	16.80
	24"x24"				10.75	15.20	22.40
	24"x30"				13.30	18.90	28.00
	24"x36"				16.10	22.75	33.60
	30"x30"				16.80	23.75	35.00
	36"x12"				10.85	13.25	19.75
	36"x36"	34.50		72.00	24.15	34.15	50.40
	48"x24"	30.00	39.00	51.00	21.70	30.40	44.80
	48"x48"	61.45	86.70	128.00	43.00	60.70	89.60
67) Water On Bridge	30"x30"				126.80	23.75	35.00
	48"x48"	61.45	86.70	128.00	43.00	60.70	89.60
68) Yield Sign	30'x30"x30"				18.90	25.15	36.40
	36"x36"x36"				25.55	35.55	51.80
69) "Y" Intersection	30"x30"				16.80	23.75	35.00
70) Your Trash-secure	18"x24"				8.05	11.40	16.80

PATHMARK TRAFFIC PRODUCTS
AWARDED ITEMS

Category A-New

		Reflect	Hi-Intens	Grade-D
14) Roll Up Mesh	36"x36"	33.75		
	48"x48"	42.00		
15) Const. Zone Signs	24"x12"			14.10
		SF/DF	SF/DF	SF/DF
16) Custon Message	18"x24"			/31.00
	36"x36"		/64.00	/100.00
21) Flour. Yell/Green	48"x48"	77.60	91.00	
23) Handicap Unlimited	12"x9"			6.29
	12"x24"			14.10
25) Handicap Stencil	44"x38"	110.00		
28) Interlocal sign-1 side	4"x8"	160.00		288.00
2 side	4"x8"	215.00		
39) Pavement Ends	30"x30"			36.80
49) Signs & Blanks	6"x18"	2.96		
	6"x24"	3.98		
	6"x30"	4.98		
	6"x36"	5.98		
	30"x30"	17.30		
		SF/DF	SF/DF	SF/DF
54) Specialities Signs	36"x36"	/43.00	/55.00	/89.00
	48"x24"	/48.00	/60.60	/100.00
	48"x48"	77.60/89.60	91.20/105.00	147.20/187.00
	4'x8'	160.00/190.00	192.00/250.00	294.00/395.00
57) Stop Signs	30"x30"	36.46	41.63	
	48"x48"	65.00	74.00	137.60
59) Str Names (legend 1-2 sides)				
	6"x18"	5.35/7.67	6.99/8.99	8.60/13.85
	6"x24"	7.13/10.22	8.21/11.98	11.46/18.46
	6"x30"	8.91/12.78	10.27/14.98	14.33/23.08
	6"x36"		12.32/17.98	17.20/27.69

CATEGORY C-NO BIDS

Category B- Accessories

58) Stop Stencil				25.00
36"x36"				75.00
73) Brackets & Caps				
Cross Brackets 3"				3.78
Round Post Bracket 3"				5.25
U Post Brackets 3"				5.25
	Reflect.	Hi-Intens	D-Grade	
74) Barricades				
A frame 30"ht/6' w	SF or DF	SF or DF	SF or DF	
plastic frame	45.00/52.00	55.00/62.00		
8' Type III Orange / Red/white	DF	DF		
sheeting Type A & C	175.00	195.00		
10' Type III Barricade	DF	DF		
sheeting 1 or 2 sides	195.00	225.00		
75) Panels				
96 x 8 Reflect 1" thick	25.00	35.00		
orange/white				
77) Barrel Tape white red/yellow				
2"x50 yds	26.00	52.00		
4"x50 yds	52.00	104.00		
6"x50 yds	78.00	156.00		
79) Type A & C Orange Left-Right Type III				
8"x50 yd	105.00	205.00		
8"x100 yd	210.00	410.00		
82) Cones (Traffic)				
36" Plain Bright orange top/blk base				12.80
Chevrons 18"x24"				21.00
84) Object Markers				
6" Delineator Posts flex				7.60
Rectanglular Reflec. 3"x8" Type A & C	3.95			
85) Safety Flags				
Fluor. w/ stiffener 18"x18"				3.95 n/r
86) Folding signs				
Quad stands for roll up Mesh sign		135.00		
87) Stub Post				
Tubular Post 8"			16g	13.46
Tubular Post 10"			16g	16.85
Tubular Post 12"			16g	20.19
88) Sign Assy Hardware				
Locknuts				0.10
1/4" Bolts 2"				0.35
1/4 " screws -bracket (blade holders)				0.20
Screw set vandle proof				0.39
89) U Channel				
12"x3" hvy gauge-green			2#/LF	18.59
U shape galvanized 10'				18.58
12'				22.30
Safety splice U channel Sign Post system				12.00
90) Dome Drums				
Super dome drums	40.00 top			
Molded rubber base			40#	35.00
92) Epoxy				
1 Gal. Epoxy kit				95.00
5 Gal. Epoxy kit				425.00
Epoxy Pads			8"x8"	0.95
Epoxy Quick Sticks				5.00
93) Misc.				
8'x4' MDO Specialty sign	160.00			
6"x50 yds roll-EG vinyl				78.00
6"x50 yds roll-HIP vinyl				150.00

REQUIREMENTS AGREEMENT
C-11-027A-03-29

THIS AGREEMENT (the "Agreement") is entered into effective as of **March 29th, 2011** by and between **Custom Product Corporation** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Traffic Road Signs & Miscellaneous Equipment,"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one (1) year with the County's option to renew for one (1) year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good 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 **"Traffic Road Signs & Miscellaneous Equipment"** in the areas of **HIDALGO COUNTY** projects for a period of one year from with the option to renew one (1) year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and it is agreed that the Products will meet the specifications set forth in Exhibit "A" (RFB Packet) hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

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

5. General Provisions.

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

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this

Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

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

If to Seller: Custom Products Corporation
Attention: Ms. Heidi McGee
P O Box 54091
Jackson, MS 39288

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

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

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

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

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

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903 (Vernon Supp. 1996).

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

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

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

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

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Custom Products Corporation

By:_____

Printed Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM:
ATLAS & HALL, LLP

By:_____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: _____

EXHIBIT "A"
RFB PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

December 27, 2010

_____

_____

_____

_____

Re: **HIDALGO COUNTY (All Funding Sources)**
Request for Bids -**"Traffic Road Signs And Misc. Equipment"**
Bid No: 2011-027-01-12-SGS

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

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

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

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

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST

HIDALGO COUNTY
(All Funding Sources)
"TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT"
BID NO. : 2011 -027-01-12-SGS

1. **Request For Bid Letter, consisting of __1__ page.**
2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
3. **Exhibit "A" Specifications/ Exhibit " B " Bid page consisting of__19__ pages**
4. **Exhibit "C" Insurance Requirements consisting of __4__ pages.**
5. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1__page.**
6. **Vendor/Bidder Application and W-9 form consisting of__6__ pages.**
7. **Draft Requirements Agreement consisting of __8__ pages.**
9. **Certification Regarding Debarment consists of __1__ page.**

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

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

12/27/10
Date

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

REQUEST FOR BIDS

HIDALGO COUNTY
(ALL FUNDING SOURCES)
"TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT"
RFB: 2011-027-01-12-SGS

BID OPENING DATE:
January 12, 2011

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Bus Hwy 281 New Administration Building
Edinburg, Texas 78539

1. Sealed bids will be received for **HIDALGO COUNTY (All Funding Sources) - "TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3)** copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2011-027-01-12-SGS- HIDALGO COUNTY(All Funding Sources)-"TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT"** and in County's Purchasing Department, 2812 S. Business Highway 281, Edinburg, Texas, **on or before 9:30 A.M., Wednesday, January 12, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2011-027-01-12-SGS.** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

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

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

necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

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

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

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

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

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

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

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

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

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

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY(All Funding Sources) "TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 South Highway 281
Edinburg, Texas 78539
(956) 318-2511

17. **SCHEDULE OF EVENTS:**

Bid Opening, 9:30 AM	**January 12 , 2011**
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

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

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

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in

excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

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

19. **ETHICAL STANDARDS:**

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

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

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

20. **DISCLOSURE OF CONFLICT OF INTEREST:**

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

Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

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

22. Bids, and all goods and services provided 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 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
(All Funding Sources)
"TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT"
BID NO.: 2011-027-01-12-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S Business Hwy 281 -New Administration Building
Edinburg, Texas 78539

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

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

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"/ EXHIBIT "B"

SPECIFICATIONS/REQUIRMENTS
& BID PAGE

HIDALGO COUNTY

(All Funding Sources)

REQUEST FOR BIDS

"TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT"

RFB: 2011-027-01-12-SGS

HIDALGO COUNTY
(All Funding Sources)
TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT
RFB NO.: 2011-027-01-12-SGS
EXHIBIT "A"

Scope:

The County of Hidalgo is seeking sealed bids from qualified and interested vendor(s) for the fabrication of new, as well as, the re-facing of existing traffic-road signs, accessories and related supplies. All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.

Specifications/Requirements:

A. Signs, traffic, metal (aluminum), reflective, to meet Texas Department of Transportation (TxDot) specification of Department of Maintenance and Safety (DMS) DMS-7110 Class 2, and to be of alloy 6061-T6-or 5052-H38 with holes punched and corners clipped in accordance with TxDOT standards, 0.80 GA (gauge) for signs up to 7.5 square feet, 0.100 for signs 7.5 square feet to 15 square feet, and 0.125 gauge for signs over 15 square feet. Reflective sheeting and screen inks to meet the requirements of Texas Department of Transportation specification DMS-8300. Non-reflective sheeting to meet the requirements of DMS-8320. All signs to conform to Manual of Uniform Traffic Control Devices (MCTCD), Texas Department of Transportation standards and Federal Highway standards.

B. All signs with blue, brown, green, orange, red and yellow backgrounds shall be fabricated with Type C (high specific intensity) reflective sheeting. White background signs shall be fabricated with Type A (engineer grade) reflective sheeting.

C. White legends and borders shall be White Type C (high specific intensity) reflective sheeting.

D. Reflective sheeting on signs, barricades will be either single faced (S/F) or double faced (D/F) and frames on one or two sides.

E. All other related supplies must comply with all applicable Texas Department of Transportation and Federal Highway standards.

F. All products furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.

G. Type, dimension and color of signs (both new and re-faced), accessories and supplies required are listed in Exhibit "B". **Bid Prices will be on a unit price basis.**

H. Unit prices quoted shall remain firm for the period of the contract and shall include the cost of shipping and delivery of all items to the designated FOB point and must include any and all cost in the delivered unit price.

I. Vendor must provide an estimated delivery time for (standard) In-Stock Items and (non- standard) Not- In Stock items.

Terms Conditions:

1. Hidalgo County has the authority to utilize State Contracts and under cooperative purchasing participation when ever it is in the County's best interest to do so.

2. Hidalgo County reserves the right to award to one (1) or to multiple vendors, if the County determines it is in its best interest to do so.

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

4. Term of contract is for one (1) year period with County's option to extend the contract for an additional one (1) year under the same rates terms and conditions.

5. County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the contract term due to an unforeseen delay in the award of a new bid for next contract term.

6. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

7. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

8. Vendor(s) will provide and maintain all the required Insurance and/or Bonds as described and listed in:
Insurance Requirements: See Exhibit "C" attached hereto.

9. Due to the nature of the user departments, vendor(s) will be required to construct the new as well as re-face existing signs within three (3) working days from receipt of a properly executed purchase order. Vendor(s) will inform ordering department of their inability to complete the work ordered in a prompt and timely manner so as to allow the department sufficient notice to place the order with the "Secondary Vendor". Any purchase order placed with the primary vendor will become null and void if this circumstance occurs and any costs incurred by the primary vendor are not the responsibility of Hidalgo County.

Information to Bidders:
Vendor(s) will bid on the fabrication of new as well as the re-facing of existing signs as described in detail on Exhibit "B" and contained in this bid packet. Vendor(s) will be informed before the end of the initial one (1) year term if the County intends to exercise their option to extend the contract for an additional one (1) year under the same rates, terms and conditions.

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.

Further information required for this project can be addressed to, Sandy Suarez, Buyer, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to: Martha L. Salazar, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 or (956)292-7612 OR VIA E-MAIL TO: sandy.suarez@co.hidalgo.tx.us by NO LATER THAN, WEDNESDAY, JANUARY 05, 2011 by 5:00 P.M. Responses will be sent to all applicants via e-mail by no later than, FRIDAY, JANUARY 07, 2011 by 5:00 P.M.

EXHIBIT "B"
HIDALGO COUNTY
(All funding sources)
TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT
RFB NO: 2011-027-01-12-SGS

BID PAGE(S)

Vendor must thoroughly fill in each section of the Bid Page, if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification. All must be in compliance to the Texas Department of Transportation standards and Federal Highway standards.

Legends on signs will be on one or two sides: reflective grade will vary by dept.

Bid Prices are on a unit price basis.

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
1) 3 Way							
12" x 6"							
2) 4 Way							
12" x 6"							
24" x 18"							
3) A/C And Refrigeration							
18" x 24"							
4) All Way							
18" x 6"							
5) Arrow Signs							
48" x 24"							
20" x 8"							
15" x 8"							
6) Bridge Closed							
36"x 36"							
48" x 48"							
30" x 30"							
48" x 30"							
7) Bridge Out							
30" x 30"							
8) Brush Area							
18" x 24"							

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
9) Cable/ Utility Warning Signs							
9" x 3"							
12" x 3 ½"							
12" x 9"							
10) Caution							
18" x 24"							
30" x 30"							
11) Children At Play							
24" x 30"							
18" x 24"							
12) Curve: Right or Left Curve Ahead							
24" x 24"							
30" x 30"							
30" x 36"							
13) Construction Zone Warning Signs (Orange background w/black copy)							
18" x 18"							
24" x 24"							
30" x 30"							
36" x 36"							
48" x 48"							
14) Roll-up Mesh Signs Legends needed for Roll -Up Mesh Signs (including rib w/ orange background) will be as followed, but not limited to: (i.e. Road Construction Ahead, Mowers Ahead; Right Lane Closed Ahead; Men Working Ahead , Right & Left Lane Closed Ahead)							
18" x 18"							
24" x 24"							
30" x 30"							
36" x 36"							
48" x 48"							
15) Construction Zone Signs & Supplemental Signs (Orange background w/black copy)							
12" x 18"							

Item	Category A- New						Category B- Accessories	Category C- Re-facing of Signs		
	Reflective		High Intensity		Diamond Grade			Reflective	High Intensity	Diamond Grade
24" x 12"										
18" x 24"										
24" x 18"										
30" x 24"										
30" x 30"										
48" x 18"										
48" x 24"										
48" x 30"										
16) Custom Message (legend on one or both sides, one color - reflective grade will vary)	S/F	D/F	S/F	D/F	S/F	D/F	S/F (single faced) or D/F double faced)			
9" x 30"										
12" x 18"										
18" x 24"										
36" x 36"										
17) Dead End										
30" x 30"										
24" x 24"										
18) Detour										
30" x 24"										
19) Dip										
30" x 30"										
36" x 36"										
20) Double Arrow										
48" x 24"										
21) Fluorescent Yellow Green Safety										
24" x 18"										
24" x 24"										
30" x 30"										
36" x 36"										

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
48" x 48"							
22) Fresh Oil							
24" x 24"							
23) Handicap unlimited wording & symbols (blue & white)							
12" x 6"							
12" x 9"							
12" x 12"							
12" x 18"							
12" x 24"							
18" x 18"							
18" x 24"							
24) Handicap X-ing							
12" x 18"							
18" x 24"							
24" x 30							
30' x 30'							
36" x 36"							
48" x 48"							
25) Handicap Stencil							
18" x 12"							
32" x 24"							
36"x 36"							
44" x 38"							
48" Handicap Stencil							
26) Arrow Sign							
21" x 12" pointing down right or left							
27) Ice on Bridge							
30" x 30"							
28) Inter-local/ Project Signs							

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
4" x 8" Plywood one side only							
4" x 8" Plywood double sided							
29) Office & Shop Signs (Facility)							
30) Keep Back 25 Feet							
12" x 9"							
31) Left to Right Marker Bridge							
12" x 36"							
18" x 24"							
32) Mattress							
18" x 24"							
33) Men Working							
24" x 24"							
34) Metal Area							
18" x 24"							
35) Mowers Ahead							
36" x 36"							
48" x 48"							
36) Narrow Bridge							
24" x 24"							
30" x 30"							
37) Neighborhood Watch							
18" x 24"							
24" x 30"							
38) No Dumping							
18" x 24"							
24" x 30"							
60" x 30"							
39) Pavement Ends							
30" x 30"							

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
36" x 36"							
40) Pedestrians							
36" x 36"							
48" x 48"							
30" x 30"							
41) Public/ Private Parking Sign							
12" x 18"							
18" x 24"							
42) Right to Left Marker							
12" x 36"							
18" x 24"							
43) Road Closed to Thru Traffic							
60" x 30"							
48" x 30"							
44) Road Closed							
30" x 48"							
48" x 30"							
36" x 36"							
45) Road Construction Ahead							
30" x 30"							
36" x 36"							
48" x 48"							
46) Road Machinery Ahead							
30" x 30"							
36" x 36"							
48" x 48"							
47) School Ped X-ing							
30" x 30"							
36" x 36"							

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
48) School Zone Signs & School Zone Signs (Cell Phone Use Prohibited Up To $ 200.00 Fine)							
24" x 8"							
24" x 10"							
18" x 24"							
24" x 18"							
24" x 24"							
24" x 30"							
24" x 48"							
30" x 30"							
48" x 48"							
36" x 36"							
49) Signs & Blanks							
6" x 18"							
6" x 24"							
6" x 30"							
6" x 36"							
30" x 30"							
50) Single Arrow							
30" x 36"							
48" x 24"							
51) Single Arrow Left/Right							
30" x 36"							
48" x 24"							
52) Slow							
24" x 24"							
30" x 30"							
36" x 36"							
53) Slow For Children							
24" x 30"							
18" x 24"							

Item	Category A- New						Category B- Accessories	Category C- Re-facing of Signs		
	Reflective		High Intensity		Diamond Grade			Reflective	High Intensity	Diamond Grade
54) Specialties Signs	S/F	D/F	S/F	D/F	S/F	D/F	S/F (single faced) or D/F (double faced)			
2" x 16"										
6" x 12"										
12" x 9"										
12" x 18"										
18" x 24"										
24" x 24"										
24" x 36"										
30" x 24"										
30" x 30"										
30"x 36"										
36" x 12"										
48" x 24"										
48" x 48"										
4'x 8'										
55) Speed Limit										
18" x 24" - 10-40 MPH (depending on specs)										
24" x 30"- 10-40 MPH (depending on specs)										
56) Stop Ahead (Symbols & words)										
24" x 24"										
30" x 30"										
36" x 36"										
57) Stop Signs										
18" x 18"										
24" x 24"										

Item	Category A- New			Category B- Accessories		Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade			Reflective	High Intensity	Diamond Grade
30" x 30"								
36" x 36"								
48" x 48"								
58) Stop Stencil (separate letters & one stencil)				letters	stencil			
36" x 36"								
59) Street Name Signs (legend to be on one or both sides)								
6" x 18"								
6" x 24"								
6" x 30"								
6" x 36"								
60) Supplemental Plaques								
12" x 6"								
61) "T" Intersection								
24" x 24"								
30" x 30"								
36" x 36"								
62) Tire Area								
18" x 24"								
63) Traffic Signs								
9" x 12"								
18" x 12"								
18" x 24"								
24" x 18"								
24" x 24"								
24" x 30"								
24" x 36"								
30" x 30"								
30" x 36"								
36" x 12"								

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
48" x 24"							
48" x 48"							
64) Trash Area							
18" x 24"							
65) Truck Crossing							
36" x 36"							
48" x 48"							
30" x 30"							
66) Warning Signs							
9" x 12"							
18" x 12"							
24" x 18"							
24" x 24"							
24" x 30"							
24" x 36"							
30" x 30"							
36" x 12"							
36" x 36"							
48" x 24"							
48" x 48"							
67) Water on Bridge							
30" x 30"							
48" x 48"							
68) Yield Sign							
30" x 30" x 30"							
36" x 36" x 36"							
69) Y Intersection							
30" x 30"							
70) Your Trash Must Be Secure At All Times							
18" x 24"							

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
71) 3" Center Pavement Reflectors-(ceramic)							
Amber							
Clear							
Red or white							
72) 4" Center Pavement Reflectors-(ceramic)							
Amber							
Clear							
Red or white							
73) Brackets & Caps							
Aluminum Brackets for 6" & 9"							
Cross Brackets				2" 3"			
Round Post Bracket				2" 3"			
U Post Brackets				2" 3"			
90° Bracket for 4 Way Assembly (all types& size post & sign height)							
45° / 180° Bracket for 4 Way Assembly (all types & size post & sign height)							
Post Cap for U Channel Posts							
Post Cap for 2" & 3" Posts							
Post Cap - 1 3/4 Sq Post for Flat Assy							
3" Post Caps (standard 3" pipe)							
Post Dome caps (standard 3" pipe)							
Wing Bracket -All Sign Plates							
Standard 16" Wing Bracket							
Heavy Duty 24" Wing Bracket							
74) Barricades							
A-Frame 30" Tall x 6' Wide -All Plastic Frame (single or double faced)	S/F:	D/F:	S/F:	D/F:	S/F:	D/F:	

Item	Category A- New			Category B- Accessories		Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade			Reflective	High Intensity	Diamond Grade
8' Type III Orange or Red/White Type A & C (double faced)								
Type III -Barricades - 10 ' (double faced-sheeting 1 or 2 sides)								
Barricade Marker 24" x 24"								
Barricade Flasher Lights								
Barricade Lights								
75) Panels								
96" x 8" Reflective 1" Thick Orange/White								
76) Type I and III				Type 1	Type III			
End of Road				8'				
				10'				
				12'				
77) Barrel Tape (white, red or yellow)								
2" x 50 Yards								
4" x 50 Yards								
6" x 50 Yards								
78) Barricade Tape								
Reflective, General Purpose Tape -Red, White, Yellow (Rolls)				1" x 30" yd.				
				2"x 30" yd.				
				3" x 30"yd				
79) Type A & C Orange Left/Right-Type 111								
8" x 50 yd.								
8" x 100 yd.								
80) Flexible Road Marker								
62" White Road Marker w/ Wt. Reflector Sheeting								
62" White Road Marker w/ Yellow Reflector Sheeting								
Jiggle Bars 6" x 34"								
81) Barrier Fence & Tape								
Temporary Barrier Fence								
Temporary Barrier Fencing Roll								

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Quick Fence Safety System							
Industrial Grade Mil Barrier Tape							
82) Cones (Traffic)							
18" Plain, Bright Orange Top, Black Base							
28" Plain, Bright Orange Top, Black Base							
36" Plain, Bright Orange Top, Black Base							
28" Orange/Red Glow							
28" With Reflective Collars							
11 ½" x 16" Decals							
Chevrons 18" x 24"							
83) Double Arrow							
48" x 24" Yellow Reflective Aluminum Rectangle							
Municipal Emblems (Pressure Sensitive)							
84) Object Markers Reflective							
6" x 24"							
10" x 30"							
12" x 36"							
6' Delineator Posts (Flexible)							
Plastic Delineators (Stand Alone)							
6" x 12" Bridge Markers							
End of Roadway Markers / Button Delineators 18" x 18"							
Round Plastic Reflector - Red							
Round Plastic Reflectors Amber							
Rectangular Reflectors 3" x 8" Type A & C							
85) Safety Flags							

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Fluorescent w/ Stiffener 16" x 16"							
18" x 18"							
24" Safety Flags							
86) Folding Signs							
24" x 24" Binder Signs (Folding Signs)							
Portable Stands (3 & 4 Legs) Quadra Flex 36" Stand							
8" x 10" Upright Sign Post							
Quad Stands for Roll Up Mesh Sign							
30" x 30" Roll Up Mesh Stop/ Slow Paddle (Folding Signs)							
87) Stub Post							
Tubular Post 8'							
Tubular Post 10'							
Tubular Post 12'							
Square. Post							
88) Sign Assembly Hardware							
Locknuts							
Anti-Theft Bolts							
5/16 Bolts 21/2" x 3"							
1/4 Bolts 2"							
1/4" Screws for Brackets (Blade Holders)							
Screw Set (vandal proof)							
89) U Channel							
12' x 3" Heavy Gauge (Green)							
U Shape Galvanized				10 ft. 12 Ft.			
Safety Splice U Channel Sign Post System							
90) Dome Drums							
Super Dome Drums							

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Molded Rubber Base							
Blue Net Sheeting 15"							
4" Transfer Tape							
91) Speed Bumps							
6' Speed Bump (Plastic)							
9' Speed Bump (Plastic)							
6' Speed Bump – Yellow & Black (plastic)							
92) EPOXY							
1 gal. Epoxy Kit							
5 gal. Epoxy Kit							
Epoxy Pads							
Epoxy Quick Sticks							
93) MISC.							
Slow Moving Vehicle - 040 Aluminum							
Slow Moving Vehicle - Decal (Triangle)							
Keep Back 500 Feet 33" x 3" Reflective							
Tape Caution Buried Electrical Lines							
8' x 4' MDO Specialty Sign							
6" x 50 yds Roll of Engineer Grade Vinyl							
6" x 50 yds Roll of High Intensity Prismatic							
Post Driver							
18" Double Faced Hand Paddles							

Estimated Delivery Time for Standard (In-Stock) signs: _____

Estimated Delivery Time for Non-Standard (Not-In Stock) - Small orders: _____ Large orders: _____

Bidder/Company Name: _____

Address: _____

City/State/Zip Code: _____

Phone /Cellular No.: _____ Cellular No: _____ Fax No.: _____

E-Mail Address: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

HIDALGO COUNTY
(ALL FUNDING SOURCES)
REQUEST FOR BIDS

"TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT"

RFB: 2011-027-01-12-SGS

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT.**				WC STATU- ☐ OTHER TORY LIMITS	
					E L. EACH ACCIDENT	$
					E L. DISEASE-EA EMPLOYEE	$
					E L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's 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 Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CIQ FORM

HIDALGO COUNTY
(ALL FUNDING SOURCES)

REQUEST FOR BIDS

"TRAFFIC ROAD SIGNS AND MISC EQUIPMENT"

RFB: 2011-027-01-12-SGS

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

BIDDER/VENDOR APPLICATION AND W-9

HIDALGO COUNTY
(ALL FUNDING SOURCES)

REQUEST FOR BIDS

"TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT"

RFB: 2011-027-01-12-SGS

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or Fax (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name:	Telephone No. ( )
dba Name:	
Legal Name:	
Mailing Address :	Fax No. ( )
Physical Address:	
City, State, Zip	Tax I.D. No.
Remit to Address :	City, State, Zip
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

☐ Black American
☐ Hispanic American
☐ Asian Pacific American
☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).: or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
| | | | - | | | - | | | | |

or

Employer identification number
| | | - | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► Date ►

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

DRAFT SERVICE CONTRACT

HIDALGO COUNTY
(All Funding Sources)

REQUEST FOR BIDS

"TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT"

RFB: 2011-027-01-12-SGS

DRAFT

REQUIREMENTS AGREEMENT
C-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of the ____ day of _____, 2010 by and between _____ ("Seller") and Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of Hidalgo County for the "TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT" (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 one (1) year 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 one (1) year, with the County's option to extend/renew for an additional one (1) year term. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on _____, 2010 and expire on _____, 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
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Seller: _____
_____
_____
_____

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

f. **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 insurance in force on all persons and vehicles connected with providing products and or services under this Contract naming County as additional insured, and shall furnish to County certificates of such insurances 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

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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.

Approved By Commissioners Court:_____

APPROVED AS TO FORM:
Atlas & Hall, LLP

_____
Stephen L. Crain

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:
By:_____
Printed Name:_____
Title:_____

EXHIBIT "A"
REQUEST FOR BIDS (RFB)PROCUREMENT PACKET

EXHIBIT "B"
BID PAGE

EXHIBIT "C"
CERTIFICATE OF INSURANCE

DEBARMENT

HIDALGO COUNTY
(All Funding Sources)

REQUEST FOR BIDS

"TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT"

RFB: 2011-027-01-12-SGS

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"
PAYMENT SCHEDULE

Bidder/Company Name: Custom Products Corp

Address: P.O. Box 54091

City/State/Zip Code: Jackson MS 39288

Phone /Cellular No.: 6019338282 Cellular No: 6019325854 Fax No.: 6019327178

E-Mail Address: heidi@cpcsigns.com

Authorized Signature:

Printed Name: Heidi McGee

Title: Bid Mngr

Date: 1/10/11

CUSTOM PRODUCTS CORP.
AWARDED ITEMS

Category A-New

		Reflect	Hi-Intens	Grade-D
1) 3 Way	12"x6"	2.27	2.67	4.34
2) 4 Way	12"x6"	2.27	2.67	4.34
	24"x18"	9.49	11.89	21.90
3) A/C & Ref	18"x24"	9.49	11.89	21.90
4) All Way	18'x6"	3.40	4.00	6.50
5) Arrow Sign	48"x24"		41.57	68.27
	20'x8'	3.89	5.70	9.41
	15"x8"	5.10	4.36	7.20
6) Bridge Closed				
	36"x36"		46.40	
	30"x30"	18.95	23.95	44.81
	48"x30"		51.55	
7) Bridge Out	30"x30"	18.95	23.95	44.81
8) Brush Area	18" 24"	9.49	11.89	21.90
9) Cable/Util. Warning	9"x3"	1.24	1.42	1.93
	12"x3 1/2	1.67	2.44	3.22
	12"x9"	3.40	4.00	6.50
10) Caution	18"x24"	9.49	11.89	21.90
	30"x30"	18.95	23.95	44.81
11) Children at Play	24"x30"	15.72	19.72	36.41
	18"x24"	9.49	11.89	21.90
12) Curve: R or L	24"x24"	12.63	15.83	29.18
	30"x30"	18.95	23.95	44.81
	30"x36"		38.97	
13) Const.Zone Warning	18"x18"	7.77	9.57	14.10
	24"x24"	12.63	15.83	29.18
	30"x30"	18.95	23.95	36.44
	36"x36"		46.40	64.50
	48"x48"			
15) Const. Zone Signs	12"x18"	5.09	6.29	11.29
	24"x12"	6.89	8.49	
	18"x24"	9.49	11.89	17.88
	24"x18"	9.49	11.89	21.90
	30"x24"	15.72	19.72	36.41
	30"x30"	18.95	23.95	36.44
	48"x18"	18.13	22.93	
	48"x24"			
	48"x30"		51.55	
		SF/DF	SF/DF	SF/DF
16) Custon Message	9"x30"	6.33/9.49	7.81/11.71	14.17/21.25
	12"x18"	5.09/7.63	6.29/9.43	11.29/16.93
	18"x24"	9.49/14.23	11.89/17.83	21.90/
	36"x36"		46.40/	
17) Dead End	30"x30"	18.95	23.95	44.81
	24"x24"	12.63	15.83	29.18
18) Detour	30"x24"	15.72	19.72	36.41
19) Dip	30"x30"	18.95	23.95	44.81
	36"x36"		46.40	
20) Double Arrow	48"x24"		41.57	
21) Flour. Yell/Green	24"x18"			22.14
	24"x24"			29.50
	30"x30"			45.31
	36"x36"			77.16
	48"x48"			
22) Fresh Oil	24"x24"	12.63	15.83	29.18
23) Handicap Unlimit ed	12"x6"	2.27	2.67	4.34
	12"x9"	3.40	4.00	
	12"x12"	4.34	5.14	8.48
	12"x18"	5.09	6.29	11.29
	12"x24"	6.89	8.49	
	18"x18"	7.77	9.57	17.08
	18"x24"	9.49	11.89	21.90
24) Handicap X-ing	12"x18"	5.09	6.29	11.29
	18"x24"	9.49	11.89	21.90

Category B- Accessories

73) Brackets & Caps				
Post cap 2"/3"				/5.06
Post cap 1 3/4 sq post flat assy				4.39
3" Post cap (standard 3" pipe)				5.06
Heavy duty 24" wing bracket				14.04
82) Cones(traffic)				
18" Plain bright orange top/blk base				4.45
28" Plain bright orange top/blk base				7.39
28' w/ Reflect collar				13.19
	Reflect.	Hi-Intens	D-Grade	
11 1/2"x16" decals	8.58			
Chevron 18"x24"	9.49	11.89		
83) Double Arrow				
48"x24" Yellow reflect. Aluminum rectangle		41.57		
84) Object Markers				
reflect. 6"x24	4.34			
10"x30"	7.17			
12"x36"	9.49			
6"x12" Bridge Markers	2.21			
18"x18" End of Road markers/button deline	14.41			
Round plast. Reflect red				0.57
Round plast. Reflect amber				0.57

CATERGORY C- NO BIDS

	24"x30"	15.72	19.72	36.41
	30"x30"	18.95	23.95	44.81
	36"x36"		46.40	
	48"x48"			
26) Arrow Sign	21"x12"			
Pointing down R or L		6.89	8.49	15.32
27) Ice on Bridge	30"x30"	18.95	23.95	44.81
28) Interlocal sign-1 side	4"x8"		197.76	
2 side	4"x8"		296.64	456.96
30) Keep Back 25ft	12"x9"	3.40	4.00	6.50
31) L to R Marker Bridge	12"x36"	9.49	11.89	21.90
	18"x24"	9.49	11.89	21.90
32) Mattress	18"x24"	9.49	11.89	21.90
33) Men Working	24"x24"	12.63	15.83	29.18
34) Metal Area	18"x24"	9.49	11.89	21.90
35) Mowers Ahead	36"x36"		46.40	
36) Narrow Bridge	24"x24"	12.63	15.83	29.18
	30'x30"	18.95	23.95	44.81
37) Neighborhood	18"x24"	10.22	12.62	22.63
Watch	24"x30"	16.81	20.81	37.50
38) No Dumping	18"x24"	9.49	11.89	21.90
	24"x30"	15.72	19.72	36.41
	60"x30"		64.32	
39) Pavement Ends	30"x30"	18.95	23.95	
	36"x36"		46.40	
40) Pedestrians	36"x36"		46.40	
	30"x30"	18.95	23.95	45.31
41) Public/Priv Park	12"x18"	5.09	6.29	11.29
	18"x24'	9.49	11.89	21.90
42) R to L Marker	12"x36"	9.49	11.89	21.90
	18"x24"	9.49	11.89	21.90
43) Rd Closed Thru Traf	60"x30"		64.32	
	48"x30"		51.55	
44) Road Closed	30"x48"	43.55	51.55	84.93
	48"x30"		51.55	
	36"x36"	39.20	46.40	76.44
45) Rd Constr. Ahead	30"x30"	18.95	23.95	44.81
	36"x36"		46.40	
46) Rd Mach. Ahead	30"x30"	18.95	23.95	44.81
	36"x36"		46.40	
47) School Ped X-ing	30"x30"	18.95	23.95	45.31
	36"x36"		46.40	77.16
48) School Zone/cell	24"x8"	4.52	5.59	10.15
	24"x10"	5.65	6.98	12.68
	18"x24'	9.49	11.89	22.87
	24"x18'	9.49	11.89	22.87
	24"x24"	12.63	15.83	29.50
	24"x30"	15.72	19.72	36.81
	30"x30"	18.95	23.95	45.31
	36"x36"		46.40	
50) Single Arrow	30"x36"		38.97	
51) Single Arrow L/R	30"x36"		38.97	
52) Slow	24"x24"	12.63	15.83	29.18
	30"x30"	18.95	23.95	44.81
	36"x36"		46.40	
53) Slow for Children	24"x30"	15.72	19.72	36.41
	18"x24"	9.49	11.89	22.87
		SF/DF	SF/DF	SF/DF
54) Specialities Signs	2"x16"	1.65/2.47	1.58/2.37	2.79/4.18
	6"x12"	2.27/3.40	2.67/4.00	4.34/6.51
	12"x9"	3.40/5.10	4.00/6.00	6.50/9.75
	12"x18"	5.09/7.63	6.29/9.43	11.29/16.93
	18"x24"	9.49/14.23	11.89/17.83	21.90/32.85
	24"x24"	12.93/18.94	15.83/23.74	29.18/43.77
	24"x36"	18.13/27.19	22.93/34.39	42.96/64.44
	30"x24"	15.72/23.58	19.72/29.58	36.41/54.61
	30"x30"	18.95/28.42	23.95/35.92	44.81/67.21
	30"x36"	32.97/	38.97/	64.00/
	36"x12"	9.49/14.23	11.89/17.83	21.90/32.85
	48"x24"	35.91/	41.57/	68.27/

55) Speed Limit 10-40 mph	18"x24"	9.49	11.89	21.90
10-40 mph	24"x30"	15.72	19.72	36.41
56) Stop Ahead	24"x24"	15.24	20.19	35.41
	30"x30"	22.47	30.20	54.03
	36"x36"	43.53	54.65	89.01
57) Stop Signs	18"x18"	8.23	10.03	17.54
	24"x24"	12.27	15.47	28.82
	30"x30"	18.23	23.23	44.09
59) Street Names(legend on 1				
or 2 sides)	6"x36"	9.19/12.09		
60) Supplement Plaques	12"x6"	2.27	2.67	4.34
61) "T" Intersection	24"x24'	12.63	15.83	29.18
	30"x30"	18.95	23.95	44.81
	36"x36"		46.40	
62) Tire Area	18"x24"	9.49	11.89	21.90
63) Traffic Signs	9"x12"	3.40	4.00	6.50
	18"x12"	5.09	6.29	11.29
	18"x24"	9.49	11.89	21.90
	24"x18"	9.49	11.89	21.90
	24"x24"	12.63	15.83	29.18
	24"x30"	15.72	19.72	36.41
	24"x36"	18.13	22.93	42.96
	30"x30"	18.95	23.95	44.81
	30"x36"		38.97	
	36"x12"	9.49	11.89	21.90
64) Trash Area	18"x24"	9.49	11.89	21.90
65) Truck Crossing	36"x36"		46.40	
	30"x30"	18.95	23.95	44.81
66) Warning Signs	9"x12"	3.40	4.00	6.50
	18"x12"	5.09	6.29	11.29
	24"x18"	9.49	11.89	21.90
	24"x24"	12.63	15.83	29.18
	24"x30"	15.72	19.72	36.41
	24"x36"	18.13	22.93	42.96
	30"x30"	18.95	23.95	44.81
	36"x12"	9.49	11.89	
	36"x36"		46.40	
67) Water On Bridge	30"x30"	18.95	23.95	44.81
68) Yield Sign	30'x30"x30"	9.91	12.47	23.15
	36"x36"x36'	12.58	15.85	29.54
69) "Y" Intersection	30"x30"	18.95	23.95	44.81
70) Your Trash-secure	18"x24"	9.49	11.89	21.9

Custom Products Corp.

EXHIBIT "B"
HIDALGO COUNTY
(All funding sources)
TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT
RFB NO: 2011-027-01-12-SGS

BID PAGE(S)

Vendor must thoroughly fill in each section of the Bid Page, if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification. All must be in compliance to the Texas Department of Transportation standards and Federal Highway standards.
Legends on signs will be on one or two sides: reflective grade will vary by dept.

Bid Prices are on a unit price basis.

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
1) 3 Way							
12" x 6"	2.27	2.67	4.34				
2) 4 Way							
12" x 6"	2.27	2.67	4.34				
24" x 18"	9.49	11.89	21.90				
3) A/C And Refrigeration							
18" x 24"	9.49	11.89	21.90				
4) All Way							
18" x 6"	3.40	4.00	6.50				
5) Arrow Signs							
48" x 24" .100	35.17	41.57	68.27				
20" x 8"	3.89	5.70	9.41				
15" x 8"	5.10	4.36	7.20				
6) Bridge Closed							
36"x 36" .100	39.20	46.40	76.44				
48" x 48" .125	86.23	99.03	152.43				
30" x 30"	18.95	23.95	44.81				
48" x 30" .100	43.55	51.55	84.93				
7) Bridge Out							
30" x 30"	18.95	23.95	44.81				
8) Brush Area							
18" x 24"	9.49	11.89	21.90				

NO BID

OPENED
9:52
1-12-2011
Witnessed

Item	Category A- New			Category B- Accessories	Category C- Retracting of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective NO BID	High Intensity	Diamond Grade
9) Cable/ Utility Warning Signs							
9" x 3"	1.24	1.42	1.93				
12" x 3 ½"	1.67	2.44	3.22				
12" x 9"	3.40	4.00	6.50				
10) Caution							
18" x 24"	9.49	11.89	21.90				
30" x 30"	18.95	23.95	44.81				
11) Children At Play							
24" x 30"	15.72	19.72	36.41				
18" x 24"	9.49	11.89	21.90				
12) Curve: Right or Left Curve Ahead							
24" x 24"	12.63	15.83	29.18				
30" x 30"	18.95	23.95	44.81				
30" x 36" .100	32.97	38.97	64.00				
13) Construction Zone Warning Signs (Orange background w/black copy)							
18" x 18"	7.77	9.57	14.10				
24" x 24"	12.63	15.83	29.18				
30" x 30"	18.95	23.95	36.44				
36" x 36" .100	39.20	46.40	64.50				
48" x 48" .125	86.23	99.03	131.63				
(14) Roll-up Mesh Signs No bid #14	Legends needed for Roll -Up Mesh Signs (including rib w/ orange background) will be as followed, but not limited to: (i.e. Road Construction Ahead, Mowers Ahead; Right Lane Closed Ahead; Men Working Ahead , Right & Left Lane Closed Ahead)						
18" x 18"							
24" x 24"				NO BID			
30" x 30"							
36" x 36"							
48" x 48"							
15) Construction Zone Signs & Supplemental Signs (Orange background w/black copy)							
12" x 18"	5.09	6.29	11.29				

OPENED
9:52
1-12-2011
Witnessed

Item	Category A- New						Category B- Accessories	Category C- Re-facing of Signs		
	Reflective		High Intensity		Diamond Grade			Reflective	High Intensity	Diamond Grade
24" x 12"	6.89		8.49		15.16					
18" x 24"	9.49		11.89		17.88					
24" x 18"	9.49		11.89		21.90					
30" x 24"	15.72		19.72		36.41					
30" x 30"	18.95		23.95		36.44					
48" x 18"	18.13		22.93		42.96					
48" x 24" .100	35.91		41.57		57.55					
48" x 30" .100	43.55		51.55		84.93					
16) Custom Message (legend on one or both sides, one color - reflective grade will vary)	S/F	D/F	S/F	D/F	S/F	D/F	S/F (single faced) or D/F double faced)			
9" x 30"	6.33	9.49	7.81	11.71	14.17	21.25				
12" x 18"	5.09	7.63	6.29	9.43	11.29	16.93				
18" x 24"	9.49	14.23	11.89	17.83	21.90	32.85				
36" x 36" .100	39.20	58.80	46.40	69.60	76.44	114.66				
17) Dead End										
30" x 30"	18.95		23.95		44.81					
24" x 24"	12.63		15.83		29.18					
18) Detour										
30" x 24"	15.72		19.72		36.41					
19) Dip										
30" x 30"	18.95		23.95		44.81					
36" x 36" .100	39.20		46.40		76.44					
20) Double Arrow										
48" x 24" .100	35.91		41.57		68.27					
21) Fluorescent Yellow Green Safety										
24" x 18"	NA		NA		22.14					
24" x 24"	NA		NA		29.50					
30" x 30"	NA		NA		45.31					
36" x 36" .100	NA		NA		77.16					

NO BID

OPENED
9:50
1-12-2011
Witnessed

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
48" x 48" .125 HM	~~86.23~~ 134.63	~~99.03~~ 134.63	134.63		NO BID		
22) Fresh Oil							
24" x 24"	12.63	15.83	~~15.83~~ HM 29.18				
23) Handicap unlimited wording & symbols (blue & white)							
12" x 6"	2.27	2.67	4.34				
12" x 9"	3.40	4.00	6.50				
12" x 12"	4.34	5.14	8.48				
12" x 18"	5.09	6.29	11.29				
12" x 24"	6.89	8.49	15.16				
18" x 18"	7.77	9.57	17.08				
18" x 24"	9.49	11.89	21.90				
24) Handicap X-ing							
12" x 18"	5.09	6.29	11.29				
18" x 24"	9.49	11.89	21.90				
24" x 30	15.72	19.72	36.41				
30' x 30'	18.95	23.95	44.81				
36" x 36" .100	39.20	46.40	76.44				
48" x 48" .125	86.23	99.03	152.43				
25) Handicap Stencil	NO BID #25						
18" x 12"							
32" x 24"	NO BID			NO BID			
36"x 36"							
44" x 38"							
48" Handicap Stencil							
26) Arrow Sign							
21" x 12" pointing down right or left	6.89	8.49	15.32				
27) Ice on Bridge							
30" x 30"	18.95	23.95	44.81				
28) Inter-local/ Project Signs							

OPENED
9:58
1-12-2011
Witnessed

Item	Category A- New			Category B- Accessories	Category C- Retracing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
4" x 8" Plywood one side only	172.16	197.76	304.64				
4" x 8" Plywood double sided	258.24	296.64	456.96				
29) Office & Shop Signs (Facility)	NA	NA	NA				
30) Keep Back 25 Feet							
12" x 9"	3.40	4.00	6.50				
31) Left to Right Marker Bridge							
12" x 36"	9.49	11.89	21.90				
18" x 24"	9.49	11.89	21.90				
32) Mattress							
18" x 24"	9.49	11.89	21.90				
33) Men Working							
24" x 24"	12.63	15.83	29.18				
34) Metal Area							
18" x 24"	9.49	11.89	21.90				
35) Mowers Ahead							
36" x 36" .100	39.20	46.40	76.44				
48" x 48" .125	86.23	99.03	152.43				
36) Narrow Bridge							
24" x 24"	12.63	15.83	29.18				
30" x 30"	18.95	23.95	44.81				
37) Neighborhood Watch							
18" x 24"	10.22	12.62	22.63				
24" x 30"	16.81	20.81	37.50				
38) No Dumping							
18" x 24"	9.49	11.89	21.90				
24" x 30"	15.72	19.72	36.41				
60" x 30" .100	54.32	64.32	106.04				
39) Pavement Ends							
30" x 30"	18.95	23.95	44.81				

NO BID

OPENED
9:52
1-12-2011
Witnessed

C

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
36" x 36" .100	39.20	46.40	76.44				
40) Pedestrians							
36" x 36" .100	39.20	46.40	77.16				
48" x 48" .125	86.23	99.03	154.63				
30" x 30"	18.95	23.95	45.31				
41) Public/ Private Parking Sign							
12" x 18"	5.09	6.29	11.29				
18" x 24"	9.49	11.89	21.90				
42) Right to Left Marker							
12" x 36"	9.49	11.89	21.90				
18" x 24"	9.49	11.89	21.90				
43) Road Closed to Thru Traffic							
60" x 30" .100	54.32	64.32	106.04				
48" x 30" .100	43.55	51.55	84.93				
44) Road Closed							
30" x 48" .100	43.55	51.55	84.93				
48" x 30" .100	43.55	51.55	84.93				
36" x 36" .100	39.20	46.40	76.44				
45) Road Construction Ahead							
30" x 30"	18.95	23.95	44.81				
36" x 36" .100	39.20	46.40	76.44				
48" x 48" .125	86.23	99.03	152.43				
46) Road Machinery Ahead							
30" x 30"	18.95	23.95	44.81				
36" x 36" .100	39.20	46.40	76.44				
48" x 48" .125	86.23	99.03	152.43				
47) School Ped X-ing							
30" x 30"	18.95	23.95	45.31				
36" x 36" .100	39.20	46.40	77.16				

NO BID

OPENED
9:50
1-12-2011
Witnessed

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective NO BID	High Intensity	Diamond Grade
48) School Zone Signs & School Zone Signs (Cell Phone Use Prohibited Up To $ 200.00 Fine)							
24" x 8"	4.52.	5.59.	10.15.				
24" x 10"	5.65.	6.98.	12.68.				
18" x 24"	9.49.	11.89.	22.87.				
24" x 18"	9.49.	11.89.	22.87.				
24" x 24"	12.63.	15.83.	29.50.				
24" x 30"	15.72.	19.72.	36.81.				
24" x 48" .100	35.91.	41.57.	~~68.27~~ Hm	68.91.			
30" x 30"	18.95.	23.95.	45.31.				
48" x 48" .125	86.23.	99.03.	153.71.				
36" x 36" .100	39.20.	46.40.	~~76.44~~ Hm	77.16.			
49) Signs & Blanks NO BID #49							
6" x 18"	NO BID						
6" x 24"							
6" x 30"							
6" x 36"	NO BID						
30" x 30"							
50) Single Arrow							
30" x 36" .100	32.97.	38.97.	~~65.77~~ Hm	64.00.			
48" x 24" .100	35.91.	41.57.	68.27.				
51) Single Arrow Left/Right							
30" x 36" .100	32.97.	38.97.	64.00.				
48" x 24" .100	35.91.	41.57	68.27.				
52) Slow							
24" x 24"	12.63.	15.83.	29.18.				
30" x 30"	18.95.	23.95.	44.81.				
36" x 36" .100	39.20.	46.40.	76.44.				
53) Slow For Children							
24" x 30"	15.72.	19.72.	36.41.				
18" x 24"	9.49.	11.89.	22.87.				

OPENED
9:50
1-12-2011
Witnessed

Item	Category A- New						Category B- Accessories	Category C- Re-facing of Signs		
	Reflective		High Intensity		Diamond Grade			Reflective	High Intensity	Diamond Grade
54) Specialties Signs	S/F	D/F	S/F	D/F	S/F	D/F	S/F (single faced) or D/F (double faced)			
2" x 16"	1.65	2.47	1.58	2.37	2.79	4.18				
6" x 12"	2.27	3.40	2.67	4.00	4.34	6.51				
12" x 9"	3.40	5.10	4.00	6.00	6.50	9.75				
12" x 18"	5.09	7.63	6.29	9.43	11.29	16.93				
18" x 24"	9.49	14.23	11.89	17.83	21.90	32.85				
24" x 24"	12.63	18.94	15.83	23.74	29.18	43.77				
24" x 36"	18.13	27.19	22.93	34.39	42.96	64.44				
30" x 24"	15.72	23.58	19.72	29.58	36.41	54.61				
30" x 30"	18.95	28.42	23.95	35.92	44.81	67.21				
30"x 36" .100	32.97	49.45	38.97	58.45	64.00	96.00				
36" x 12"	9.49	14.23	11.89	17.83	21.90	32.85				
48" x 24" .100	35.91	53.86	41.57	62.35	68.27	102.40				
48" x 48" .125	86.23	129.34	99.03	148.54	152.43	228.64				
4'x 8' .125	172.16	258.24	~~123.78~~ 197.76	~~Hm 185.67~~ 296.64	~~304.64~~	456.96				
55) Speed Limit										
18" x 24" - 10-40 MPH (depending on specs)	9.49		11.89		21.90					
24" x 30"- 10-40 MPH (depending on specs)	15.72		19.72		36.41					
56) Stop Ahead (Symbols & words)										
24" x 24"	15.24		20.19		35.41					
30" x 30"	22.47		30.20		54.03					
36" x 36" .100	43.53		54.65		89.01					
57) Stop Signs										
18" x 18"	8.23		10.03		17.54					
24" x 24"	12.27		15.47		28.82					

NO BID

OPENED 9:50 1-12-2011 Witnessed

Item	Category A- New			Category B- Accessories		Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade			Reflective	High Intensity	Diamond Grade
30" x 30"	18.23	23.23	44.09				NO BID	
36" x 36" .100	38.06	45.26	75.30					
48" x 48" .125 Hm	~~86.23~~ ~~84.52~~	99.03	~~150.72~~ Hm	152.43				
58) Stop Stencil (separate letters & one stencil) NO BID #58				letters	stencil			
36" x 36" NO BID								
59) Street Name Signs (legend to be on one or both sides)								
6" x 18"	9.19/12.07	12.70/18.35	21.44/34.40					
6" x 24"	9.19/12.07	12.70/18.35	21.44/34.40					
6" x 30"	9.19/12.07	12.70/18.35	21.44/34.40					
6" x 36"	9.19/12.09	12.70/18.35	21.44/34.40					
60) Supplemental Plaques								
12" x 6"	2.27	2.67	4.34					
61) "T" Intersection								
24" x 24"	12.63	15.83	29.18					
30" x 30"	18.95	23.95	44.81					
36" x 36" .100	39.20	46.40	76.44					
62) Tire Area								
18" x 24"	9.49	11.89	21.90					
63) Traffic Signs								
9" x 12"	3.40	4.00	6.50					
18" x 12"	5.09	6.29	11.29					
18" x 24"	9.49	11.89	21.90					
24" x 18"	9.49	11.89	21.90					
24" x 24"	12.63	15.83	29.18					
24" x 30"	15.72	19.72	36.41					
24" x 36"	18.13	22.93	42.96					
30" x 30"	18.95	23.95	44.81					
30" x 36" .100	32.97	38.97	64.00					
36" x 12"	9.49	11.89	21.90					

OPENED
9:52
1-12-2011
Witnessed

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
48" x 24" .100	35.91	41.57	68.27				
48" x 48" .125	86.23	99.03	152.43				
64) Trash Area							
18" x 24"	9.49	11.89	21.90				
65) Truck Crossing							
36" x 36" .100	39.20	46.40	76.44				
48" x 48" .125	86.23	99.03	152.43				
30" x 30"	18.95	23.95	44.81				
66) Warning Signs							
9" x 12"	3.40	4.00	6.50				
18" x 12"	5.09	6.29	11.29				
24" x 18"	9.49	11.89	21.90				
24" x 24"	12.63	15.83	29.18				
24" x 30"	15.72	19.72	36.41				
24" x 36"	18.13	22.93	42.96				
30" x 30"	18.95	23.95	44.81				
36" x 12"	9.49	11.89	21.90				
36" x 36" .100	39.20	46.40	76.44				
48" x 24" .100	35.91	41.57	68.27				
48" x 48" .125	~~84.52~~ 86.23↑	99.03	152.43				
67) Water on Bridge	86.23↑						
30" x 30"	18.95	23.95	44.81				
48" x 48" .125	~~84.52~~ 86.23↑	99.03	152.43				
68) Yield Sign							
30" x 30" x 30"	9.91	12.47	23.15				
36" x 36" x 36"	12.58	15.85	29.54				
69) Y Intersection							
30" x 30"	18.95	23.95	44.81				
70) Your Trash Must Be Secure At All Times							
18" x 24"	9.49	11.89	21.90				

NO BID

OPENED
9:52
1-12-2011
Witnessed

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
71) 3" Center Pavement Reflectors-(ceramic) NO BID #71							
Amber	NO BID						
Clear							
Red or white							
72) 4" Center Pavement Reflectors-(ceramic) NO BID #72							
Amber	NO BID						
Clear							
Red or white							
73) Brackets & Caps							
Aluminum Brackets for 6" & 9"							
Cross Brackets				2" 3.60 · 3" 3.60 ·			
Round Post Bracket				2" 3.92 · 3" 5.06 ·			
U Post Brackets				2" 3.60 · 3" 3.60 ·			
90° Bracket for 4 Way Assembly (all types& size post & sign height)				NO BID			
45° / 180° Bracket for 4 Way Assembly (all types & size post & sign height)				NO BID			
Post Cap for U Channel Posts				3.60 ·			
Post Cap for 2" & 3" Posts				3.92/5.06 ·			
Post Cap - 1 3/4 Sq Post for Flat Assy				4.39 ·			
3" Post Caps (standard 3" pipe)				5.06 ·			
Post Dome caps (standard 3" pipe)				NO BID			
Wing Bracket -All Sign Plates				NO BID			
Standard 16" Wing Bracket				4.59 ·			
Heavy Duty 24" Wing Bracket				14.04 ·			
74) Barricades	NO BID #74						
A-Frame 30" Tall x 6' Wide -All Plastic Frame (single or double faced)	S/F D/F: NO BID	S/F D/F	S/F D/F				

OPENED 9:52 1-12-2011 Witnessed

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
8' Type III Orange or Red/White Type A & C (double faced)							
Type III -Barricades - 10 ' (double faced-sheeting 1 or 2 sides)							
Barricade Marker 24" x 24"							
Barricade Flasher Lights							
Barricade Lights							
75) Panels NO BID #75 NO BID							
96" x 8" Reflective 1" Thick Orange/White							
76) Type I and III NO BID #76 NO BID				Type 1 / Type III			
End of Road				8' / 10' / 12'			
77) Barrel Tape (white, red or yellow) NO BID #77							
2" x 50 Yards							
4" x 50 Yards NO BID							
6" x 50 Yards							
78) Barricade Tape NO BID #78							
Reflective, General Purpose Tape -Red, White, Yellow (Rolls) NO BID				1" x 30" yd. / 2"x 30" yd. / 3" x 30"yd			
79) Type A & C Orange Left/Right-Type 111 NO BID #79							
8" x 50 yd.							
8" x 100 yd. NO BID							
80) Flexible Road Marker NO BID #80							
62" White Road Marker w/ Wt. Reflector Sheeting							
62" White Road Marker w/ Yellow Reflector Sheeting NO BID							
Jiggle Bars 6" x 34"							
81) Barrier Fence & Tape NO BID #81							
Temporary Barrier Fence							
Temporary Barrier Fencing Roll NO BID							

OPENED
9:52
1-12-2011
Witnessed

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Quick Fence Safety System	NO BID						
Industrial Grade Mil Barrier Tape							
82) Cones (Traffic)							
18" Plain, Bright Orange Top, Black Base				4.45			
28" Plain, Bright Orange Top, Black Base				7.39			
36" Plain, Bright Orange Top, Black Base				17.17			
28" Orange/Red Glow				NO BID			
28" With Reflective Collars				13.19			
11 ½" x 16" Decals	8.58	12.42	18.92				
Chevrons 18" x 24"	9.49	11.89	21.90				
83) Double Arrow							
48" x 24" Yellow Reflective Aluminum Rectangle 100	35.91	41.57	68.27				
Municipal Emblems (Pressure Sensitive)				NO BID			
84) Object Markers Reflective							
6" x 24"	4.34	5.14	8.48				
10" x 30"	7.17	8.84	15.79				
12" x 36"	9.49	11.89	21.90				
6' Delineator Posts (Flexible)				NO BID		OPENED	
Plastic Delineators (Stand Alone)				NO BID			9:52
6" x 12" Bridge Markers	2.21	2.61	4.28				1-12-2011
End of Roadway Markers / Button Delineators 18" x 18"	14.41	16.46	24.48			Witnessed	
Round Plastic Reflector - Red				.57			
Round Plastic Reflectors Amber				.57			
Rectangular Reflectors 3" x 8" Type A & C				NO BID			
85) Safety Flags	NO BID	NO BID #85					

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Fluorescent w/ Stiffener 16" x 16"							
18" x 18"							
24" Safety Flags							
86) Folding Signs NO BID NO BID #86							
24" x 24" Binder Signs (Folding Signs)							
Portable Stands (3 & 4 Legs) Quadra Flex 36" Stand							
8" x 10" Upright Sign Post							
Quad Stands for Roll Up Mesh Sign							
30" x 30" Roll Up Mesh Stop/ Slow Paddle (Folding Signs)							
87) Stub Post NO BID NO BID #87							
Tubular Post 8'							
Tubular Post 10'							
Tubular Post 12'							
Square. Post							
88) Sign Assembly Hardware NO BID NO BID #88							
Locknuts							
Anti-Theft Bolts							
5/16 Bolts 21/2" x 3"							
1/4 Bolts 2"							
1/4" Screws for Brackets (Blade Holders)							
Screw Set (vandal proof)							
89) U Channel NO BID NO BID #89							
12' x 3" Heavy Gauge (Green)							
U Shape Galvanized				10 ft. 12 Ft.			
Safety Splice U Channel Sign Post System							
90) Dome Drums NO BID NOB#90							
Super Dome Drums							

OPENED
9:52
1-12-2011
Witnessed

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Molded Rubber Base							
Blue Net Sheeting 15"							
4" Transfer Tape							
91) Speed Bumps NO BID NO BID #91							
6' Speed Bump (Plastic)							
9' Speed Bump (Plastic)							
6' Speed Bump – Yellow & Black (plastic)							
92) EPOXY NO BID NO BID #92							
1 gal. Epoxy Kit							
5 gal. Epoxy Kit							
Epoxy Pads							
Epoxy Quick Sticks							
93) MISC. NO BID NO BID #93							
Slow Moving Vehicle - 040 Aluminum							
Slow Moving Vehicle - Decal (Triangle)							
Keep Back 500 Feet 33" x 3" Reflective							
Tape Caution Buried Electrical Lines							
8' x 4' MDO Specialty Sign							
6" x 50 yds Roll of Engineer Grade Vinyl							
6" x 50 yds Roll of High Intensity Prismatic							
Post Driver							
18" Double Faced Hand Paddles							

OPENED
9:52
1-12-2011
Witnessed

Estimated Delivery Time for Standard (In-Stock) signs: 3-5

Estimated Delivery Time for Non-Standard (Not-In Stock) - Small orders: 21 Large orders: 30

EXHIBIT "C"
INSURANCE REQUIREMENTS

Client#: 6500 CUSTO6

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/02/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Regions Insurance, Inc. 1020 Highland Colony Parkway Suite 302 Ridgeland, MS 39157	PHONE (A/C, No, Ext): 601 790-8500	FAX (A/C, No): 601-790-8558
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Fire & Casualty Co.	
INSURER B : Ohio Casualty Insurance Co.	
INSURER C : Companion Commercial Ins. Co.	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Custom Products Corporation
Post Office Box 54091
Jackson, MS 39288

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] PD Ded:5,000 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	X	X	60318463	01/02/2011	01/02/2012	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							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
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	X	X	60318463	01/02/2011	01/02/2012	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			EUO1253155045	01/02/2011	01/02/2012	EACH OCCURRENCE	$1,000,000
							AGGREGATE	$1,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	CWC36220180006	01/02/2011	01/02/2012	[X] WC STATU-TORY LIMITS [ ] 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Hidalgo County - Traffic Signs and Misc. Equipment, RFB: 2011-027-01-12-SGS County of Hidalgo is included as an additional insured on the general liability policy as per policy provisions

CERTIFICATE HOLDER
Hidalgo County
Attn:Purchasing Department
2812 S. Highway Bus. 281
Edinburg, Texas 78539

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
William L. Painter

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JLW

REQUIREMENTS AGREEMENT
C-11-027-03-29

THIS AGREEMENT (the "Agreement") is entered into effective as of **March 29th, 2011** by and between **Martin & Margarita Pena dba Delta Specialties and Supplies,** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Traffic Road Signs & Miscellaneous Equipment,"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one (1) year with the County's option to renew for one (1) year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good 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 **"Traffic Road Signs & Miscellaneous Equipment"** in the areas of **HIDALGO COUNTY** projects for a period of one year from with the option to renew one (1) year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and it is agreed that the Products will meet the specifications set forth in Exhibit "A" (RFB Packet) hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

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

5. General Provisions.

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

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

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

If to Seller: Delta Specialties
Attention: Martin Pena
RR1 Box 276/10205 E. Hwy. 107
Edinburg, Texas 78539

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

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

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

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

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

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

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

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903 (Vernon Supp. 1996).

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

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

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

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

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Company: Martin & Margarita Pena dba Delta Specialties and Supplies

By:_____

Printed Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM:
ATLAS & HALL, LLP

By:_____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: _____

EXHIBIT "A"
RFB PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

December 27, 2010

Re: **HIDALGO COUNTY (All Funding Sources)**
Request for Bids -**"Traffic Road Signs And Misc. Equipment"**
Bid No: 2011-027-01-12-SGS

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

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

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

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

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST

HIDALGO COUNTY
(All Funding Sources)
"TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT"
BID NO. : 2011 -027-01-12-SGS

1. **Request For Bid Letter, consisting of __1__ page.**
2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
3. **Exhibit "A" Specifications/ Exhibit " B " Bid page consisting of__19__ pages**
4. **Exhibit "C" Insurance Requirements consisting of __4__ pages.**
5. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1__page.**
6. **Vendor/Bidder Application and W-9 form consisting of__6__ pages.**
7. **Draft Requirements Agreement consisting of __8__ pages.**
9. **Certification Regarding Debarment consists of __1__ page.**

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

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

12/27/10
Date

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

REQUEST FOR BIDS

HIDALGO COUNTY
(ALL FUNDING SOURCES)
"TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT"
RFB: 2011-027-01-12-SGS

BID OPENING DATE:
January 12, 2011

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Bus Hwy 281 New Administration Building
Edinburg, Texas 78539

1. Sealed bids will be received for **HIDALGO COUNTY (All Funding Sources) - "TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3)** copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2011-027-01-12-SGS- HIDALGO COUNTY(All Funding Sources)-"TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT"** and in County's Purchasing Department, 2812 S. Business Highway 281, Edinburg, Texas, **on or before 9:30 A.M., Wednesday, January 12, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2011-027-01-12-SGS.** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

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

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

necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

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

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

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

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

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

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

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

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

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

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY(All Funding Sources) "TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 South Highway 281
Edinburg, Texas 78539
(956) 318-2511

17. **SCHEDULE OF EVENTS:**

Bid Opening, 9:30 AM	**January 12 , 2011**
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

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

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

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in

excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

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

19. **ETHICAL STANDARDS:**

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

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

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

20. **DISCLOSURE OF CONFLICT OF INTEREST:**

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

Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

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

22. Bids, and all goods and services provided 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 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
(All Funding Sources)
"TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT"
BID NO.: 2011-027-01-12-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S Business Hwy 281 -New Administration Building
Edinburg, Texas 78539

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

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

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"/ EXHIBIT "B"

SPECIFICATIONS/REQUIRMENTS
& BID PAGE

HIDALGO COUNTY

(All Funding Sources)

REQUEST FOR BIDS

"TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT"

RFB: 2011-027-01-12-SGS

HIDALGO COUNTY
(All Funding Sources)
TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT
RFB NO.: 2011-027-01-12-SGS
EXHIBIT "A"

Scope:

The County of Hidalgo is seeking sealed bids from qualified and interested vendor(s) for the fabrication of new, as well as, the re-facing of existing traffic-road signs, accessories and related supplies. All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.

Specifications/Requirements:

A. Signs, traffic, metal (aluminum), reflective, to meet Texas Department of Transportation (TxDot) specification of Department of Maintenance and Safety (DMS) DMS-7110 Class 2, and to be of alloy 6061-T6-or 5052-H38 with holes punched and corners clipped in accordance with TxDOT standards, 0.80 GA (gauge) for signs up to 7.5 square feet, 0.100 for signs 7.5 square feet to 15 square feet, and 0.125 gauge for signs over 15 square feet. Reflective sheeting and screen inks to meet the requirements of Texas Department of Transportation specification DMS-8300. Non-reflective sheeting to meet the requirements of DMS-8320. All signs to conform to Manual of Uniform Traffic Control Devices (MCTCD), Texas Department of Transportation standards and Federal Highway standards.

B. All signs with blue, brown, green, orange, red and yellow backgrounds shall be fabricated with Type C (high specific intensity) reflective sheeting. White background signs shall be fabricated with Type A (engineer grade) reflective sheeting.

C. White legends and borders shall be White Type C (high specific intensity) reflective sheeting.

D. Reflective sheeting on signs, barricades will be either single faced (S/F) or double faced (D/F) and frames on one or two sides.

E. All other related supplies must comply with all applicable Texas Department of Transportation and Federal Highway standards.

F. All products furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.

G. Type, dimension and color of signs (both new and re-faced), accessories and supplies required are listed in Exhibit "B". **Bid Prices will be on a unit price basis.**

H. Unit prices quoted shall remain firm for the period of the contract and shall include the cost of shipping and delivery of all items to the designated FOB point and must include any and all cost in the delivered unit price.

I. Vendor must provide an estimated delivery time for (standard) In-Stock Items and (non- standard) Not- In Stock items.

Terms Conditions:

1. Hidalgo County has the authority to utilize State Contracts and under cooperative purchasing participation when ever it is in the County's best interest to do so.

2. Hidalgo County reserves the right to award to one (1) or to multiple vendors, if the County determines it is in its best interest to do so.

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

4. Term of contract is for one (1) year period with County's option to extend the contract for an additional one (1) year under the same rates terms and conditions.

5. County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the contract term due to an unforeseen delay in the award of a new bid for next contract term.

6. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

7. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

8. Vendor(s) will provide and maintain all the required Insurance and/or Bonds as described and listed in:
Insurance Requirements: See Exhibit "C" attached hereto.

9. Due to the nature of the user departments, vendor(s) will be required to construct the new as well as re-face existing signs within three (3) working days from receipt of a properly executed purchase order. Vendor(s) will inform ordering department of their inability to complete the work ordered in a prompt and timely manner so as to allow the department sufficient notice to place the order with the "Secondary Vendor". Any purchase order placed with the primary vendor will become null and void if this circumstance occurs and any costs incurred by the primary vendor are not the responsibility of Hidalgo County.

Information to Bidders:
Vendor(s) will bid on the fabrication of new as well as the re-facing of existing signs as described in detail on Exhibit "B" and contained in this bid packet. Vendor(s) will be informed before the end of the initial one (1) year term if the County intends to exercise their option to extend the contract for an additional one (1) year under the same rates, terms and conditions.

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.

Further information required for this project can be addressed to, Sandy Suarez, Buyer, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to: Martha L. Salazar, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 or (956)292-7612 OR VIA E-MAIL TO: sandy.suarez@co.hidalgo.tx.us by NO LATER THAN, WEDNESDAY, JANUARY 05, 2011 by 5:00 P.M. Responses will be sent to all applicants via e-mail by no later than, FRIDAY, JANUARY 07, 2011 by 5:00 P.M.

EXHIBIT "B"
HIDALGO COUNTY
(All funding sources)
TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT
RFB NO: 2011-027-01-12-SGS

BID PAGE(S)

Vendor must thoroughly fill in each section of the Bid Page, if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification. All must be in compliance to the Texas Department of Transportation standards and Federal Highway standards.

Legends on signs will be on one or two sides: reflective grade will vary by dept.

Bid Prices are on a unit price basis.

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
1) 3 Way							
12" x 6"							
2) 4 Way							
12" x 6"							
24" x 18"							
3) A/C And Refrigeration							
18" x 24"							
4) All Way							
18" x 6"							
5) Arrow Signs							
48" x 24"							
20" x 8"							
15" x 8"							
6) Bridge Closed							
36"x 36"							
48" x 48"							
30" x 30"							
48" x 30"							
7) Bridge Out							
30" x 30"							
8) Brush Area							
18" x 24"							

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
9) Cable/ Utility Warning Signs							
9" x 3"							
12" x 3 ½"							
12" x 9"							
10) Caution							
18" x 24"							
30" x 30"							
11) Children At Play							
24" x 30"							
18" x 24"							
12) Curve: Right or Left Curve Ahead							
24" x 24"							
30" x 30"							
30" x 36"							
13) Construction Zone Warning Signs (Orange background w/black copy)							
18" x 18"							
24" x 24"							
30" x 30"							
36" x 36"							
48" x 48"							
14) Roll-up Mesh Signs Legends needed for Roll -Up Mesh Signs (including rib w/ orange background) will be as followed, but not limited to: (i.e. Road Construction Ahead, Mowers Ahead; Right Lane Closed Ahead; Men Working Ahead , Right & Left Lane Closed Ahead)							
18" x 18"							
24" x 24"							
30" x 30"							
36" x 36"							
48" x 48"							
15) Construction Zone Signs & Supplemental Signs (Orange background w/black copy)							
12" x 18"							

Item	Category A- New						Category B- Accessories	Category C- Re-facing of Signs		
	Reflective		High Intensity		Diamond Grade			Reflective	High Intensity	Diamond Grade
24" x 12"										
18" x 24"										
24" x 18"										
30" x 24"										
30" x 30"										
48" x 18"										
48" x 24"										
48" x 30"										
16) Custom Message (legend on one or both sides, one color - reflective grade will vary)	S/F	D/F	S/F	D/F	S/F	D/F	S/F (single faced) or D/F double faced)			
9" x 30"										
12" x 18"										
18" x 24"										
36" x 36"										
17) Dead End										
30" x 30"										
24" x 24"										
18) Detour										
30" x 24"										
19) Dip										
30" x 30"										
36" x 36"										
20) Double Arrow										
48" x 24"										
21) Fluorescent Yellow Green Safety										
24" x 18"										
24" x 24"										
30" x 30"										
36" x 36"										

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
48" x 48"							
22) Fresh Oil							
24" x 24"							
23) Handicap unlimited wording & symbols (blue & white)							
12" x 6"							
12" x 9"							
12" x 12"							
12" x 18"							
12" x 24"							
18" x 18"							
18" x 24"							
24) Handicap X-ing							
12" x 18"							
18" x 24"							
24" x 30							
30' x 30'							
36" x 36"							
48" x 48"							
25) Handicap Stencil							
18" x 12"							
32" x 24"							
36"x 36"							
44" x 38"							
48" Handicap Stencil							
26) Arrow Sign							
21" x 12" pointing down right or left							
27) Ice on Bridge							
30" x 30"							
28) Inter-local/ Project Signs							

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
4" x 8" Plywood one side only							
4" x 8" Plywood double sided							
29) Office & Shop Signs (Facility)							
30) Keep Back 25 Feet							
12" x 9"							
31) Left to Right Marker Bridge							
12" x 36"							
18" x 24"							
32) Mattress							
18" x 24"							
33) Men Working							
24" x 24"							
34) Metal Area							
18" x 24"							
35) Mowers Ahead							
36" x 36"							
48" x 48"							
36) Narrow Bridge							
24" x 24"							
30" x 30"							
37) Neighborhood Watch							
18" x 24"							
24" x 30"							
38) No Dumping							
18" x 24"							
24" x 30"							
60" x 30"							
39) Pavement Ends							
30" x 30"							

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
36" x 36"							
40) Pedestrians							
36" x 36"							
48" x 48"							
30" x 30"							
41) Public/ Private Parking Sign							
12" x 18"							
18" x 24"							
42) Right to Left Marker							
12" x 36"							
18" x 24"							
43) Road Closed to Thru Traffic							
60" x 30"							
48" x 30"							
44) Road Closed							
30" x 48"							
48" x 30"							
36" x 36"							
45) Road Construction Ahead							
30" x 30"							
36" x 36"							
48" x 48"							
46) Road Machinery Ahead							
30" x 30"							
36" x 36"							
48" x 48"							
47) School Ped X-ing							
30" x 30"							
36" x 36"							

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
48) School Zone Signs & School Zone Signs (Cell Phone Use Prohibited Up To $ 200.00 Fine)							
24" x 8"							
24" x 10"							
18" x 24"							
24" x 18"							
24" x 24"							
24" x 30"							
24" x 48"							
30" x 30"							
48" x 48"							
36" x 36"							
49) Signs & Blanks							
6" x 18"							
6" x 24"							
6" x 30"							
6" x 36"							
30" x 30"							
50) Single Arrow							
30" x 36"							
48" x 24"							
51) Single Arrow Left/Right							
30" x 36"							
48" x 24"							
52) Slow							
24" x 24"							
30" x 30"							
36" x 36"							
53) Slow For Children							
24" x 30"							
18" x 24"							

Item	Category A- New						Category B- Accessories	Category C- Re-facing of Signs		
	Reflective		High Intensity		Diamond Grade			Reflective	High Intensity	Diamond Grade
54) Specialties Signs	S/F	D/F	S/F	D/F	S/F	D/F	S/F (single faced) or D/F (double faced)			
2" x 16"										
6" x 12"										
12" x 9"										
12" x 18"										
18" x 24"										
24" x 24"										
24" x 36"										
30" x 24"										
30" x 30"										
30"x 36"										
36" x 12"										
48" x 24"										
48" x 48"										
4'x 8'										
55) Speed Limit										
18" x 24" - 10-40 MPH (depending on specs)										
24" x 30"- 10-40 MPH (depending on specs)										
56) Stop Ahead (Symbols & words)										
24" x 24"										
30" x 30"										
36" x 36"										
57) Stop Signs										
18" x 18"										
24" x 24"										

Item	Category A- New			Category B- Accessories		Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade			Reflective	High Intensity	Diamond Grade
30" x 30"								
36" x 36"								
48" x 48"								
58) Stop Stencil (separate letters & one stencil)				letters	stencil			
36" x 36"								
59) Street Name Signs (legend to be on one or both sides)								
6" x 18"								
6" x 24"								
6" x 30"								
6" x 36"								
60) Supplemental Plaques								
12" x 6"								
61) "T" Intersection								
24" x 24"								
30" x 30"								
36" x 36"								
62) Tire Area								
18" x 24"								
63) Traffic Signs								
9" x 12"								
18" x 12"								
18" x 24"								
24" x 18"								
24" x 24"								
24" x 30"								
24" x 36"								
30" x 30"								
30" x 36"								
36" x 12"								

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
48" x 24"							
48" x 48"							
64) Trash Area							
18" x 24"							
65) Truck Crossing							
36" x 36"							
48" x 48"							
30" x 30"							
66) Warning Signs							
9" x 12"							
18" x 12"							
24" x 18"							
24" x 24"							
24" x 30"							
24" x 36"							
30" x 30"							
36" x 12"							
36" x 36"							
48" x 24"							
48" x 48"							
67) Water on Bridge							
30" x 30"							
48" x 48"							
68) Yield Sign							
30" x 30" x 30"							
36" x 36" x 36"							
69) Y Intersection							
30" x 30"							
70) Your Trash Must Be Secure At All Times							
18" x 24"							

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
71) 3" Center Pavement Reflectors-(ceramic)							
Amber							
Clear							
Red or white							
72) 4" Center Pavement Reflectors-(ceramic)							
Amber							
Clear							
Red or white							
73) Brackets & Caps							
Aluminum Brackets for 6" & 9"							
Cross Brackets				2" 3"			
Round Post Bracket				2" 3"			
U Post Brackets				2" 3"			
90° Bracket for 4 Way Assembly (all types& size post & sign height)							
45° / 180° Bracket for 4 Way Assembly (all types & size post & sign height)							
Post Cap for U Channel Posts							
Post Cap for 2" & 3" Posts							
Post Cap - 1 3/4 Sq Post for Flat Assy							
3" Post Caps (standard 3" pipe)							
Post Dome caps (standard 3" pipe)							
Wing Bracket -All Sign Plates							
Standard 16" Wing Bracket							
Heavy Duty 24" Wing Bracket							
74) Barricades							
A-Frame 30" Tall x 6' Wide -All Plastic Frame (single or double faced)	S/F D/F S/F D/F S/F D/F						

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
8' Type III Orange or Red/White Type A & C (double faced)							
Type III -Barricades - 10 ' (double faced-sheeting 1 or 2 sides)							
Barricade Marker 24" x 24"							
Barricade Flasher Lights							
Barricade Lights							
75) Panels							
96" x 8" Reflective 1" Thick Orange/White							
76) Type I and III				Type 1 / Type III			
End of Road				8' / 10' / 12'			
77) Barrel Tape (white, red or yellow)							
2" x 50 Yards							
4" x 50 Yards							
6" x 50 Yards							
78) Barricade Tape							
Reflective, General Purpose Tape -Red, White, Yellow (Rolls)				1" x 30" yd. / 2" x 30" yd. / 3" x 30"yd			
79) Type A & C Orange Left/Right-Type 111							
8" x 50 yd.							
8" x 100 yd.							
80) Flexible Road Marker							
62" White Road Marker w/ Wt. Reflector Sheeting							
62" White Road Marker w/ Yellow Reflector Sheeting							
Jiggle Bars 6" x 34"							
81) Barrier Fence & Tape							
Temporary Barrier Fence							
Temporary Barrier Fencing Roll							

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Quick Fence Safety System							
Industrial Grade Mil Barrier Tape							
82) Cones (Traffic)							
18" Plain, Bright Orange Top, Black Base							
28" Plain, Bright Orange Top, Black Base							
36" Plain, Bright Orange Top, Black Base							
28" Orange/Red Glow							
28" With Reflective Collars							
11 ½" x 16" Decals							
Chevrons 18" x 24"							
83) Double Arrow							
48" x 24" Yellow Reflective Aluminum Rectangle							
Municipal Emblems (Pressure Sensitive)							
84) Object Markers Reflective							
6" x 24"							
10" x 30"							
12" x 36"							
6' Delineator Posts (Flexible)							
Plastic Delineators (Stand Alone)							
6" x 12" Bridge Markers							
End of Roadway Markers / Button Delineators 18" x 18"							
Round Plastic Reflector - Red							
Round Plastic Reflectors Amber							
Rectangular Reflectors 3" x 8" Type A & C							
85) Safety Flags							

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Fluorescent w/ Stiffener 16" x 16"							
18" x 18"							
24" Safety Flags							
86) Folding Signs							
24" x 24" Binder Signs (Folding Signs)							
Portable Stands (3 & 4 Legs) Quadra Flex 36" Stand							
8" x 10" Upright Sign Post							
Quad Stands for Roll Up Mesh Sign							
30" x 30" Roll Up Mesh Stop/ Slow Paddle (Folding Signs)							
87) Stub Post							
Tubular Post 8'							
Tubular Post 10'							
Tubular Post 12'							
Square. Post							
88) Sign Assembly Hardware							
Locknuts							
Anti-Theft Bolts							
5/16 Bolts 21/2" x 3"							
1/4 Bolts 2"							
1/4" Screws for Brackets (Blade Holders)							
Screw Set (vandal proof)							
89) U Channel							
12' x 3" Heavy Gauge (Green)							
U Shape Galvanized				10 ft. 12 Ft.			
Safety Splice U Channel Sign Post System							
90) Dome Drums							
Super Dome Drums							

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Molded Rubber Base							
Blue Net Sheeting 15"							
4" Transfer Tape							
91) Speed Bumps							
6' Speed Bump (Plastic)							
9' Speed Bump (Plastic)							
6' Speed Bump – Yellow & Black (plastic)							
92) EPOXY							
1 gal. Epoxy Kit							
5 gal. Epoxy Kit							
Epoxy Pads							
Epoxy Quick Sticks							
93) MISC.							
Slow Moving Vehicle - 040 Aluminum							
Slow Moving Vehicle - Decal (Triangle)							
Keep Back 500 Feet 33" x 3" Reflective							
Tape Caution Buried Electrical Lines							
8' x 4' MDO Specialty Sign							
6" x 50 yds Roll of Engineer Grade Vinyl							
6" x 50 yds Roll of High Intensity Prismatic							
Post Driver							
18" Double Faced Hand Paddles							

Estimated Delivery Time for Standard (In-Stock) signs: _____

Estimated Delivery Time for Non-Standard (Not-In Stock) - Small orders: _____ Large orders: _____

Bidder/Company Name: _____

Address: _____

City/State/Zip Code: _____

Phone /Cellular No.: _____ Cellular No: _____ Fax No.: _____

E-Mail Address: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

HIDALGO COUNTY
(ALL FUNDING SOURCES)
REQUEST FOR BIDS

"TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT"

RFB: 2011-027-01-12-SGS

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED (Any one person) PERS & ADV INJURY AL AGGREGATE ODUCTS – COMP/OP AGG	$ $ $ $ $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $ $ $
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's 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 Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CIQ FORM

HIDALGO COUNTY
(ALL FUNDING SOURCES)

REQUEST FOR BIDS

"TRAFFIC ROAD SIGNS AND MISC EQUIPMENT"

RFB: 2011-027-01-12-SGS

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

BIDDER/VENDOR APPLICATION AND W-9

HIDALGO COUNTY
(ALL FUNDING SOURCES)

REQUEST FOR BIDS

"TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT"

RFB: 2011-027-01-12-SGS

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or Fax (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address : Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business:_____Disadvantaged Business (At Least 51% Ownership) ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).: _____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–		

or

Employer identification number
			–					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

DRAFT SERVICE CONTRACT

HIDALGO COUNTY
(All Funding Sources)

REQUEST FOR BIDS

"TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT"

RFB: 2011-027-01-12-SGS

REQUIREMENTS AGREEMENT
C-00-00

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THIS AGREEMENT (the "Agreement") is entered into effective as of the ____ day of _____, 2010 by and between _____ ("Seller") and Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of Hidalgo County for the "TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT" (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 one (1) year 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 one (1) year, with the County's option to extend/renew for an additional one (1) year term. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on _____, 2010 and expire on _____, 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
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Seller: _____
_____
_____
_____

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

f. **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 insurance in force on all persons and vehicles connected with providing products and or services under this Contract naming County as additional insured, and shall furnish to County certificates of such insurances 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

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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.

Approved By Commissioners Court:_____

APPROVED AS TO FORM:
Atlas & Hall, LLP

_____
Stephen L. Crain

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:
By:_____
Printed Name:_____
Title:_____

EXHIBIT "A"
REQUEST FOR BIDS (RFB)PROCUREMENT PACKET

EXHIBIT "B"
BID PAGE

EXHIBIT "C"
CERTIFICATE OF INSURANCE

DEBARMENT

HIDALGO COUNTY
(All Funding Sources)

REQUEST FOR BIDS

"TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT"

RFB: 2011-027-01-12-SGS

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"
PAYMENT SCHEDULE

Bidder/Company Name: Delta Specialties Signs & Supplies

Address: 10205 E. Hwy 107

City/State/Zip Code: Edinburg TX. 78542

Phone /Cellular No. (956) 316-1628 Cellular No: _____ Fax No. (956) 318-1316

E-Mail Address: sales@deltasignsupply.com

Authorized Signature: Martin Pena

Printed Name: MARTIN PEÑA

Title: Owner

Date: 1-11-11

Delta Specialties Signs Supplies
Awarded Items

		Category A-New			Category C-Refacing		
		Reflect	Hi-Intens	Grade-D	Reflect	Hi-Intens	Grade-D
1) 3 Way	12"x6"				2.45	4.55	6.65
2) 4 Way	12"x6"				2.45	4.55	6.65
	24"x18"				8.05	11.40	16.80
3) A/C & Ref	18"x24"				8.05	11.40	16.80
4) All Way	18'x6"				3.15	4.55	6.65
5) Arrow Sign	48"x24"	31.00			21.70	30.40	44.80
	20"x8"				5.05	8.75	11.60
	15"x8"				4.35	8.05	10.90
6) Bridge Closed	36"x36"	34.50		72.00	24.15	34.15	50.40
	48"x48"	61.45	86.70	128.00	43.00	60.75	89.60
	30"x30"				16.80	23.75	35.00
	48"x30"	38.40		80.00	26.90	37.95	56.00
7) Bridge Out	30"x30"				16.80	23.75	35.00
8) Brush Area	18" 24"				8.05	11.40	16.80
9) Cable/Util. Warning	9"x3"				3.15	4.55	7.65
	12"x3 1/2				5.25	5.80	7.90
	12"x9"				3.70	5.80	7.90
10) Caution	18"x24"				8.05	11.40	16.80
	30"x30"				16.80	23.75	35.00
11) Children at Play	24"x30"				13.30	18.90	28.00
	18"x24"				8.05	11.40	16.80
12) Curve: R or L -	24"x24"				10.75	15.20	22.40
Curve Ahead	30"x30"				16.80	23.75	35.00
	30"x36"	29.00		60.00	20.30	28.45	42.00
13) Const.Zone Warning	18"x18"				6.05	8.55	12.60
	24"x24"				10.75	15.20	22.40
	30"x30"				16.80	23.75	35.00
	36"x36"	34.50			24.15	34.15	50.40
	48"x48"	61.45	86.70	128.00	43.00	60.70	89.60
14) Roll Up Mesh	36"x36"		61.00	79.00	No Bid	No Bid	No Bid
	48"x48"		85.00	120.00	No Bid	No Bid	No Bid
15) Const. Zone Signs	12"x18"				6.00	8.40	11.90
	24"x12"				7.70	10.50	14.00
	18"x24"				8.05	11.40	16.80
	24"x18"				8.05	11.40	16.80
	30"x24"				13.30	18.90	28.00
	30"x30"				16.80	23.75	35.00
	48"x18"			40.00	15.75	20.65	28.00
	48"x24"	30.00	39.00	51.00	21.70	30.40	44.80
	48"x30"	38.40		80.00	26.90	37.95	56.00
		SF/DF	SF/DF	SF/DF	SF/DF	SF/DF	SF/DF
16) Custon Message	9"x30"				9.95/14.95	15.00/21.70	23.00/34.50
	12"x18"				7.10/10.65	14.45/21.68	22.00/33.00
	18"x24"			72.00/	9.95/14.95	15.00/21.70	23.50/34.50
	36"x36"	34.50/51.75			25.00/37.50	32.00/48.00	52.00/78.00
17) Dead End	30"x30"				16.80	23.75	35.00
	24"x24"				10.75	15.20	22.40
18) Detour	30"x24"				13.30	18.90	28.00
19) Dip	30"x30"				16.80	23.75	35.00
	36"x36"	34.50		72.00	24.15	34.15	50.40
20) Double Arrow	48"x24"	31.00		64.00	21.70	30.40	44.80
21) Flour. Yell/Green	24"x18"				No Bid	No Bid	19.00
	24"x24"				No Bid	No Bid	26.20
	30"x30"				No Bid	No Bid	40.20
	36"x36"				No Bid	No Bid	58.40
	48"x48"			135.00	No Bid	No Bid	94.50
22) Fresh Oil	24"x24"				10.75	15.20	22.40
23) Handicap Unlimit	12"x6"				2.45	4.55	6.65
	12"x9"				3.70	5.80	7.90
	12"x12"				5.60	8.40	11.90
	12"x18"				6.00	8.40	11.90
	12"x24"				7.70	10.50	14.00
	18"x18"				6.05	8.55	12.60
	18"x24"				8.05	11.40	16.80
24) Handicap X-ing	12"x18"				6.00	8.40	11.90
	18"x24"				8.05	11.40	16.80
	24"x30"				13.30	18.90	28.00
	30"x30"				16.80	23.75	35.00
	36"x36"	34.50		72.00	24.15	34.15	50.00

Category B- Accessories

71) 3" Ctr Pavement Reflectors			
Amber			1.50
Clear			1.70
Red or White			1.85
72) 4" Ctr Pavement Reflectors			
Amber			1.50
Clear			1.70
Red or White			1.85
73) Brackets & Caps			
Aluminum 6" & 9"			16.95
Cross Brackets 2"			3.50
Round Post Bracket 2"			3.50
U Post Brackets 2"			3.50
90° Bracket 4 way assy			3.50
45°/80° Bracket 4 way assy			3.50
Post cap U Channel			3.50
Post cap 2"			3.50
Post dome caps 3"			4.50
Wing Brackets 12"			13.00
		18"	15.00
		24"	22.00
74) Barricades			
Barricade Flashers			16.95
Barricade Lights			16.95
76) End Of Road Type I &III		Type I	Type III
		8'	150.00
		10'	195.00
		12'	210.00
78) Barricade Tape-Reflective		1"x30 yd	65.00
Gen Purpose Tape red		2"x30 yd	135.00
white & yellow(rolls)		3"x30 yd	150.00
80) Flexible Road Marker			
62" White Road w/white reflect sheeting			38.00
62" White Road w/yellow reflect sheeting			38.00
Jiggle bars 6" 34"			12.95
81) Barrier Fence & Tape			
TemporayBarrier Fence		per ft.	0.55
Temporay Barrier Fence Roll		4'x100	43.00
Quick fence safey system			52.00
Industrial grade Mil Barrier tape			9.95
82)Cones (traffic)			
28" Orange/red glow			11.25
	Reflect.	Hi-Intent	D-grade	
83) Double Arrow				
48"x24 yell. Reflect Aluminum rectangle	31.00		64.00	
Municipal Emblem (pressure sensitive)				12.95
85) Safety Flags				
24" Safety Flag				5.25
86) Folding Signs				
24"x24" Binder sign folding sign				32.00
Port. Stands(3 &4) legs Quad flex 36"				140.00
8'x10' upright sign post				15.00
30"x30"Roll up Mesh stop/slow Paddle fold				75.00
87) Stub Post				
square post 2"x2" 12'				35.00
88) Sign Assy Hardware				
anti theft bolts				0.25
5/16 bolts 2 1/2 x 3"				0.35
1/4 bolts 2"				0.35
90) Dome Drums				
4" x Transfer Tape				13.28
91) Speed Bumps				
6" Speed Bump (plast)				112.50

Delta Specialties Signs Supplies
Awarded Items

	48"x48"	61.45	86.70	128.00	43.00	60.70	89.60
25) Handicap Stencil	48"	65.00	120.00		No Bid	No Bid	No Bid
26) Arrow Sign	21"x12"				No Bid	No Bid	No Bid
Pointing down R or L					7.70	10.50	14.00
27) Ice on Bridge	30"x30"				16.80	23.75	35.00
28) Interlocal sgn-1 side	4"x8"				250.00	360.00	No Bid
2 side	4"x8"				350.00	495.00	No Bid
29) Office & Shop signs		120.00			No Bid	No Bid	No Bid
30) Keep Back 25ft	12"x9"				4.10	5.61	7.00
31) L to R Marker Brid	12"x36"				9.95	15.00	23.00
	18"x24"				9.95	15.00	23.00
32) Mattress	18"x24"				9.95	15.00	23.00
33) Men Working	24"x24"				12.95	18.00	29.00
34) Metal Area	18"x24"				9.95	15.00	23.00
35) Mowers Ahead	36"x36"	34.50		72.00	25.00	36.00	52.00
	48"x48"	61.45	86.70	128.00	45.00	52.00	92.00
36) Narrow Bridge	24"x24"				12.95	18.00	29.00
	30"x30"				20.00	28.00	39.00
37) Neighborhood Wat	18"x24"				9.95	15.00	23.00
	24"x30"				13.95	19.00	37.00
38) No Dumping	18"x24"				9.95	15.00	23.00
	24"x30"				13.95	19.00	37.00
	60"x30"	48.00		100.00	25.00	32.00	52.00
39) Pavement Ends	30"x30"				20.00	28.00	39.00
	36"x36"	34.50		72.00	24.15	34.15	50.40
40) Pedestrians	36"x36"	34.50		72.00	24.15	34.15	50.40
	48"x48"	61.45	86.70	128.00	43.00	60.70	89.60
	30"x30"				16.80	23.75	35.00
41) Public/Priv Park	12"x18"				6.00	8.40	11.90
	18"x24'				8.05	11.40	16.80
42) R to L Marker	12"x36"				10.85	13.25	19.75
	18"x24"				8.05	14.40	16.80
43) Rd Closed Thru Traf	60"x30"	48.00		100.00	33.60	47.45	70.00
	48"x30"	38.40		80.00	26.90	37.95	56.00
44) Road Closed	48"x30"	38.40		80.00	26.90	37.95	56.00
45) Rd Constr. Ahead	30"x30"				16.80	23.75	35.00
	36"x36"	34.50		72.00	24.50	34.15	50.40
	48"x48"	61.45	86.70	128.00	43.00	60.70	89.60
46) Rd Mach. Ahead	30"x30"				16.80	23.75	35.00
	36"x36"	34.50		72.00	24.15	34.15	50.40
	48"x48"	61.45	86.70	128.00	43.00	60.70	89.60
47) School Ped X-ing	30"x30"				No Bid	No Bid	36.40
	36"x36"	38.00			No Bid	No Bid	56.70
48) School Zone/cell	24"x8"				8.95	12.75	21.55
	24"x10"				8.95	12.75	21.55
	18"x24"				8.05	11.40	16.80
	24"x18"				8.05	11.40	16.80
	24"x24"				10.75	15.20	22.40
	24"x30"				13.30	18.90	28.00
	24"x48"	30.00	39.00	51.00	21.70	30.40	44.80
	30"x30"				16.80	23.75	35.00
	48"x48"	61.45	86.70	128.00	43.00	60.70	89.60
	36"x36"	34.50		72.0	24.15	34.15	50.40
49) Signs & Blanks	6"x18"		6.25	8.50	No Bid	No Bid	No Bid
	6"x24"		7.89	10.92	No Bid	No Bid	No Bid
	6"x30"		9.86	13.65	No Bid	No Bid	No Bid
	6"x36"		10.95	14.25	No Bid	No Bid	No Bid
	30"x30"		33.90	50.00	16.80	23.75	35.00
50) Single Arrow	30"x36"	29.00		60.00	20.30	28.45	42.00
	48"x24'	30.00	39.00	51.00	21.70	30.40	44.80
51) Single Arrow L/R	30"x36"	29.00		60.00	20.30	28.45	42.00
	48"x24"	30.00	39.00	51.00	21.70	30.40	44.80
52) Slow	24"x24"				10.75	15.20	22.40
	30"x30"				16.80	23.75	35.00
	36"x36"	34.50		72.00	24.15	34.15	50.40
53) Slow for Children	24"x30"				13.30	18.90	28.00
	18"x24"				8.05	11.40	16.80
		SF/DF	SF/DF	SF/DF	SF/DF	SF/DF	SF/DF
54) Specialities Signs	2"x16"				2.80/4.20	3.65/5.45	No Bid
	6"x12"				2.80/4.20	3.65/5.45	No Bid
	12"x9"				3.15/4.55	4.00/5.80	No Bid
	12"x18"				5.60/8.40	7.30/10.95	No Bid
	18"x24"				11.20/16.80	14.55/21.80	No Bid
	24"x24"				14.95/22.40	19.40/29.05	No Bid
	24"x36"				22.40/33.60	29.05/43.60	No Bid

9" Speed Bump (plast)				157.50
6" Speed Bump (plast) yell/black				194.92
93) Misc.				
Slow Moving Vehicle 040 Aluminum				9.95
Slow Moving Vehicle decal -triangle				6.95
Keep Back 500 ft. 33"x3" reflective			decal	9.95
Tape-Caution Buried Electrical Lines			3'x1000'	14.95
Post Driver				325.00
18" Double faced Hand Paddles				16.95

Delta Specialties Signs Supplies
Awarded Items

	30"x24"				18.70/28.00	18.70/28.00	No Bid
	30"x30"				23.40/35.00	30.30/45.45	No Bid
	30"x36"				28.05/42.10	36.35/54.50	No Bid
	36"x12"				11.20/16.80	14.55/21.80	No Bid
	48"x24"				29.90/44.80	38.75/58.10	No Bid
	48"x48"				59.80/89.75	77.55/116.20	No Bid
	4'x8'				227.50/341.25	301.00/451.50	No Bid
55) Speed Limit 10-40 mph	18"x24"				8.05	11.40	16.80
10-40 mph	24"x30"				13.30	18.90	28.00
56) Stop Ahead	24"x24"				12.60	19.95	29.40
	30"x30"				19.60	30.10	45.50
	36"x36"				35.00	44.10	66.50
57) Stop Signs	18"x18"				10.35	12.95	19.57
	24"x24"				11.87	15.75	24.50
	30"x30"				18.20	24.50	37.80
	36"x36"			75.00	26.60	32.90	52.50
	48"x48"				63.00	77.00	105.00
60) Supplement Plaques	12"x6"				2.45	4.55	6.65
61) "T" Intersection	24"x24'				10.75	15.20	22.40
	30"x30"				16.80	23.75	35.00
	36"x36"	34.50		72.00	24.15	34.15	50.40
62) Tire Area	18"x24"				8.05	11.40	16.80
63) Traffic Signs	9"x12"				3.70	5.80	7.90
	18"x12"				6.00	8.40	11.90
	18"x24"				8.05	11.40	16.80
	24"x18"				8.05	11.40	16.80
	24"x24"				10.75	15.20	22.40
	24"x30"				13.30	18.90	28.00
	24"x36"				16.10	22.75	33.60
	30"x30"				16.80	23.75	35.00
	30"x36"	29.00		60.00	20.30	28.45	42.00
	36"x12"				10.85	13.25	19.75
	48"x24"	30.00	39.00	51.00	21.70	30.40	44.80
	48"x48"	61.45	86.70	128.00	43.00	60.70	89.60
64) Trash Area	18"x24"				8.05	11.40	16.80
65) Truck Crossing	36"x36"	34.50		72.00	24.15	34.15	50.40
	48"x48"	61.45	86.70	128.00	43.00	60.70	89.60
	30"x30"				16.80	23.75	35.00
66) Warning Signs	9"x12"				3.70	5.80	7.90
	18"x12"				6.00	8.40	11.90
	24"x18"				8.05	11.40	16.80
	24"x24"				10.75	15.20	22.40
	24"x30"				13.30	18.90	28.00
	24"x36"				16.10	22.75	33.60
	30"x30"				16.80	23.75	35.00
	36"x12"				10.85	13.25	19.75
	36"x36"	34.50		72.00	24.15	34.15	50.40
	48"x24"	30.00	39.00	51.00	21.70	30.40	44.80
	48"x48"	61.45	86.70	128.00	43.00	60.70	89.60
67) Water On Bridge	30"x30"				126.80	23.75	35.00
	48"x48"	61.45	86.70	128.00	43.00	60.70	89.60
68) Yield Sign	30'x30"x30"				18.90	25.15	36.40
	36"x36"x36"				25.55	35.55	51.80
69) "Y" Intersection	30"x30"				16.80	23.75	35.00
70) Your Trash-secure	18"x24"				8.05	11.40	16.80

Delta Specialties Signs & Supp
D

EXHIBIT "B"
HIDALGO COUNTY
(All funding sources)
TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT
RFB NO: 2011-027-01-12-SGS

BID PAGE(S)

Vendor must thoroughly fill in each section of the Bid Page, if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification. All must be in compliance to the Texas Department of Transportation standards and Federal Highway standards.

Legends on signs will be on one or two sides: reflective grade will vary by dept.

Bid Prices are on a unit price basis.

	Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
		Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
	1) 3 Way							
1.	12" x 6"	3.50	6.50	9.50		2.45	4.55	6.65
	2) 4 Way							
2.	12" x 6"	3.50	6.50	9.50		2.45	4.55	6.65
3.	24" x 18"	11.50	16.25	24.00		8.05	11.40	16.80
	3) A/C And Refrigeration							
4.	18" x 24"	11.50	16.25	24.00		8.05	11.40	16.80
	4) All Way							
5.	18" x 6"	4.50	6.50	9.50		3.15	4.55	6.65
	5) Arrow Signs							
6.	48" x 24"	31.00	43.40	64.00		21.70	30.40	44.80
7.	20" x 8"	7.18	12.46	16.57		5.05	8.75	11.60
8.	15" x 8"	6.18	11.46	15.57		4.35	8.05	10.90
	6) Bridge Closed							
9.	36"x 36"	34.50	48.80	72.00		24.15	34.15	50.40
10.	48" x 48"	61.45	86.70	128.00		43.00	60.75	89.60
11.	30" x 30"	24.00	33.90	50.00		16.80	23.75	35.00
12.	48" x 30"	38.40	54.20	80.00		26.90	37.95	56.00
	7) Bridge Out							
13.	30" x 30"	24.00	33.90	50.00		16.80	23.75	35.00
	8) Brush Area							
14.	18" x 24"	11.50	16.25	24.00		8.05	11.40	16.80

OPENED 9:48 1-12-201 Witnessed

	Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
		Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
	9) Cable/ Utility Warning Signs							
15.	9" x 3"	4.50	6.50	10.90		3.15	4.55	7.65
16.	12" x 3 ½"	7.50	7.85	11.10		5.25	5.80	7.90
17.	12" x 9"	5.25	8.25	11.25		3.70	5.80	7.90
	10) Caution							
18.	18" x 24"	11.50	16.25	24.00		8.05	11.40	16.80
19.	30" x 30"	24.00	33.90	50.00		16.80	23.75	35.00
	11) Children At Play							
20.	24" x 30"	19.00	27.00	40.00		13.30	18.90	28.00
21.	18" x 24"	11.50	16.25	24.00		8.05	11.40	16.80
	12) Curve: Right or Left Curve Ahead							
22.	24" x 24"	15.35	21.70	32.00		10.75	15.20	22.40
23.	30" x 30"	24.00	33.90	50.00		16.80	23.75	35.00
24.	30" x 36"	29.00	40.65	60.00		20.30	28.45	42.00
	13) Construction Zone Warning Signs (Orange background w/black copy)							
25.	18" x 18"	8.64	12.20	18.00		6.05	8.55	12.60
26.	24" x 24"	15.35	21.68	32.00		10.75	15.20	22.40
27.	30" x 30"	24.00	33.88	50.00		16.80	23.75	35.00
28.	36" x 36"	34.50	48.80	72.00		24.15	34.15	50.40
29.	48" x 48"	61.45	86.70	128.00		43.00	60.70	89.60
	14) Roll-up Mesh Signs Legends needed for Roll -Up Mesh Signs (including rib w/ orange background) will be as followed, but not limited to: (i.e. Road Construction Ahead, Mowers Ahead; Right Lane Closed Ahead; Men Working Ahead , Right & Left Lane Closed Ahead)							
30.	18" x 18"	N/B	—	—		N/B	—	—
31.	24" x 24"	N/B	—	—		N/B	—	—
32.	30" x 30"	N/B	—	—		N/B	—	—
33.	36" x 36"	49.00	61.00	79.00		N/B	—	—
34.	48" x 48"	55.00	85.00	120.00		N/B	—	—
	15) Construction Zone Signs & Supplemental Signs (Orange background w/black copy)							
35.	12" x 18"	8.60	12.00	17.00		6.00	8.40	11.90

OPENED 9:48 1-12-2011 Witnessed

	Item	Category A- New						Category B- Accessories	Category C- Re-facing of Signs					
		Reflective		High Intensity		Diamond Grade			Reflective		High Intensity		Diamond Grade	
36.	24" x 12"	11.00		15.00		20.00			7.70		10.50		14.00	
37.	18" x 24"	11.50		16.25		24.00			8.05		11.40		16.80	
38.	24" x 18"	11.50		16.25		24.00			8.05		11.40		16.80	
39.	30" x 24"	19.00		27.00		40.00			13.30		18.90		28.00	
40.	30" x 30"	24.00		33.90		50.00			16.80		23.75		35.00	
41.	48" x 18"	22.50		29.50		40.00			15.75		20.65		28.00	
42.	48" x 24"	30.00		39.00		51.00			21.70		30.40		44.80	
43.	48" x 30"	38.40		54.20		80.00			26.90		37.95		56.00	
	16) Custom Message (legend on one or both sides, one color - reflective grade will vary)	S/F	D/F	S/F	D/F	S/F	D/F	S/F (single faced) or D/F double faced)	EG SF	EG DF	HIP SF	HIP DF	DG SF	DG DF
44.	9" x 30"	11.40	17.10	15.00	22.50	24.00	36.00		9.95	14.95	15.00	21.70	23.00	34.50
45.	12" x 18"	8.60	12.90	12.00	18.00	17.00	25.50		7.10	10.65	14.45	21.68	22.00	33.00
46.	18" x 24"	11.50	17.25	16.25	24.38	24.00	36.00		9.95	14.95	15.00	21.70	23.00	34.50
47.	36" x 36"	34.50	51.75	48.80	73.20	72.00	108.00		25.00	37.50	32.00	48.00	52.00	78.00
	17) Dead End													
48.	30" x 30"	24.00		33.90		50.00			16.80		23.75		35.00	
49.	24" x 24"	15.35		21.70		32.00			10.75		15.20		22.40	
	18) Detour													
50	30" x 24"	19.00		27.00		40.00			13.30		18.90		28.00	
	19) Dip													
51.	30" x 30"	24.00		33.90		50.00			16.80		23.75		35.00	
52.	36" x 36"	34.50		48.80		72.00			24.15		34.15		50.40	
	20) Double Arrow													
53.	48" x 24"	31.00		43.40		64.00			21.70		30.40		44.80	
	21) Fluorescent Yellow Green Safety					DIG only								
54.	24" x 18"	—		—		27.00			—		—		19.90	
55.	24" x 24"	—		—		36.00			—		—		26.20	
56.	30" x 30"	—		—		56.00			—		—		40.20	
57.	36" x 36"	—		—		82.00			—		—		58.40	

OPENED 9:48 1-12-2011 Witnessed

	Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
		Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
58.	48" x 48"	—	—	135.00		—	—	94.50
	22) Fresh Oil							
59.	24" x 24"	15.35	21.68	32.00		10.75	15.20	22.40
	23) Handicap unlimited wording & symbols (blue & white)							
60.	12" x 6"	3.50	6.50	9.50		2.45	4.55	6.65
61.	12" x 9"	5.25	8.25	11.25		3.70	5.80	7.90
62.	12" x 12"	8.00	11.00	16.00		5.60	8.40	11.90
63.	12" x 18"	8.60	12.00	17.00		6.00	8.40	11.90
64.	12" x 24"	11.50	15.50	24.50		7.70	10.50	14.00
65.	18" x 18"	8.64	12.20	18.00		6.05	8.55	12.60
66.	18" x 24"	11.50	16.25	24.00		8.05	11.40	16.80
	24) Handicap X-ing							
67.	12" x 18"	8.60	12.00	17.00		6.00	8.40	11.90
68.	18" x 24"	11.50	16.25	24.00		8.05	11.40	16.80
69.	24" x 30	19.00	27.00	40.00		13.30	18.90	28.00
70.	30' x 30'	24.00	33.88	50.00		16.80	23.75	35.00
71.	36" x 36"	34.50	48.80	72.00		24.15	34.15	50.00
72.	48" x 48"	61.45	86.70	128.00		43.00	60.70	89.60
	25) Handicap Stencil							
73.	18" x 12"	—	—	—		—	—	—
74.	32" x 24"	—	—	—		—	—	—
75.	36"x 36"	—	—	—		—	—	—
76.	44" x 38"	DURO	MAXI	—		—	—	—
77.	48" Handicap Stencil	65.00	120.00	—		—	—	—
	26) Arrow Sign							
78.	21" x 12" pointing down right or left	11.00	15.00	20.00		7.70	10.50	14.00
	27) Ice on Bridge							
79.	30" x 30"	24.00	33.90	50.00		16.80	23.75	35.00
	28) Inter-local/ Project Signs							

OPENED 9:48 1-12-2011 Witnessed

	Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
		Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
80.	4" x 8" Plywood one side only	325.00	430.00	—		250.00	360.00	—
81.	4" x 8" Plywood double sided	537.50	612.50	—		350.00	495.00	—
82.	29) Office & Shop Signs (Facility)	Lettering 120.00	on Std. 30" (Includes Seal, Co. Names, Suite &	Door Glass		Phone #,	Installed	)
	30) Keep Back 25 Feet	Decal						
83.	12" x 9"	—	—	—		4.10	5.61	7.00
	31) Left to Right Marker Bridge							
84.	12" x 36"	15.47	18.90	28.20		9.95	15.00	23.00
85.	18" x 24"	11.50	16.25	24.00		9.95	15.00	23.00
	32) Mattress							
86.	18" x 24"	11.50	16.25	24.00		9.95	15.00	23.00
	33) Men Working							
87.	24" x 24"	15.35	21.68	32.00		12.95	18.00	29.00
	34) Metal Area							
88.	18" x 24"	11.50	16.25	24.00		9.95	15.00	23.00
	35) Mowers Ahead							
89.	36" x 36"	34.50	48.80	72.00		25.00	36.00	52.00
90.	48" x 48"	61.45	86.70	128.00		45.00	52.00	92.00
	36) Narrow Bridge							
91.	24" x 24"	15.35	21.70	32.00		12.95	18.00	29.00
92.	30" x 30"	24.00	33.90	50.00		20.00	28.00	39.00
	37) Neighborhood Watch							
93.	18" x 24"	11.50	16.25	24.00		9.95	15.00	23.00
94.	24" x 30"	19.00	27.00	40.00		13.95	19.00	37.00
	38) No Dumping							
95.	18" x 24"	11.50	16.25	24.00		9.95	15.00	23.00
96.	24" x 30"	19.00	27.00	40.00		13.95	19.00	37.00
97.	60" x 30"	48.00	67.75	100.00		25.00	32.00	52.00
	39) Pavement Ends							
98.	30" x 30"	24.00	33.88	50.00		20.00	28.00	39.00

OPENED 9:48 1-12-2011 Witnessed

	Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
		Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
99.	36" x 36"	34.50	48.80	72.00		24.15	34.15	50.40
	40) Pedestrians							
100.	36" x 36"	34.50	48.80	72.00		24.15	34.15	50.40
101.	48" x 48"	61.45	86.70	128.00		43.00	60.70	89.60
102.	30" x 30"	24.00	33.90	50.00		16.80	23.75	35.00
	41) Public/ Private Parking Sign							
103.	12" x 18"	8.60	12.00	17.00		6.00	8.40	11.90
104.	18" x 24"	11.50	16.25	24.00		8.05	11.40	16.80
	42) Right to Left Marker							
105.	12" x 36"	15.47	18.90	28.20		10.85	13.25	19.75
106.	18" x 24"	11.50	16.25	24.00		8.05	11.40	16.80
	43) Road Closed to Thru Traffic							
107.	60" x 30"	48.00	67.75	100.00		33.60	47.45	70.00
108.	48" x 30"	38.40	54.20	80.00		26.90	37.95	56.00
	44). Road Closed							
109.	48" x 48" ROAD CLOSED AHEAD	61.45	86.70	128.00		43.00	60.70	89.60
110.	48" x 30" ROAD CLOSED	38.40	54.20	80.00		26.90	37.95	56.00
111.	36" x 36" ROAD CLOSED AHEAD	34.50	48.80	72.00		24.15	34.15	50.00
	45) Road Construction Ahead							
112.	30" x 30"	24.00	33.90	50.00		16.80	23.75	35.00
113.	36" x 36"	34.50	48.80	72.00		24.50	34.15	50.40
114.	48" x 48"	61.45	86.70	128.00	OPENED	43.00	60.70	89.60
	46) Road Machinery Ahead				9:48			
115.	30" x 30"	24.00	33.90	50.00		16.80	23.75	35.00
116.	36" x 36"	34.50	48.80	72.00	1-12-2011	24.15	34.15	50.40
117.	48" x 48"	61.45	86.70	128.00	Witnessed	43.00	60.70	89.60
	47) School Ped X-ing Pentagon							F/OR. D/G
118.	30" x 30"	25.99	33.50	52.00		—	—	36.40
119.	36" x 36"	38.00	52.00	81.00		—	—	56.70

120. ADA Restroom signs w/ Symbol - Blue & White or any standard colors
8" x 6" 15.00 ea.

	Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
		Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
121.	48) School Zone Signs & School Zone Signs (Cell Phone Use Prohibited Up To $ 200.00 Fine)					24"x18" HIP		19.95
122.	24" x 8"	12.78	18.18	30.75		8.95	12.75	21.55
123.	24" x 10"	12.78	18.18	30.75		8.95	12.75	21.55
124.	18" x 24"	11.50	16.25	24.00		8.05	11.40	16.80
125.	24" x 18"	11.50	16.25	24.00		8.05	11.40	16.80
126.	24" x 24"	15.35	21.70	32.00		10.75	15.20	22.40
127.	24" x 30"	19.00	27.00	40.00		13.30	18.90	28.00
128.	24" x 48"	30.00	39.00	51.00		21.70	30.40	44.80
129.	30" x 30"	24.00	33.90	50.00		16.80	23.75	35.00
130.	48" x 48"	61.45	86.70	128.00		43.00	60.70	89.60
131.	36" x 36"	34.50	48.80	72.00		24.15	34.15	50.40
	49) Blanks w/Sheeting Only							
132.	6" x 18"	5.22	6.25	8.50		NIB	—	—
133.	6" x 24"	6.75	7.89	10.92		NIB	—	—
134.	6" x 30"	8.44	9.86	13.65		NIB	—	—
135.	6" x 36"	8.95	10.95	14.25		NIB	—	—
136.	30" x 30"	24.00	33.90	50.00		16.80	23.75	35.00
	50) Single Arrow							
137.	30" x 36"	29.00	40.65	60.00		20.30	28.45	42.00
138.	48" x 24"	30.00	39.00	51.00		21.70	30.40	44.80
	51) Single Arrow Left/Right							
139.	30" x 36"	29.00	40.65	60.00		20.30	28.45	42.00
140.	48" x 24"	30.00	39.00	51.00		21.70	30.40	44.80
	52) Slow				OPENED			
141.	24" x 24"	15.35	21.70	32.00	9:48	10.75	15.20	22.40
142.	30" x 30"	24.00	33.88	50.00		16.80	23.75	35.00
143.	36" x 36"	34.50	48.80	72.00	1-12-2011	24.15	34.15	50.40
	53) Slow For Children				Witnessed			
144.	24" x 30"	19.00	27.00	40.00		13.30	18.90	28.00
145.	18" x 24"	11.50	16.25	24.00		8.05	11.40	16.80

	Item	Category A- New						Category B- Accessories	Category C- Re-facing of Signs		
		Reflective		High Intensity		Diamond Grade			Reflective	High Intensity	Diamond Grade
	Includes Full Color 54) Specialties Signs	S/F	D/F	S/F	D/F	S/F	D/F	Price does NOT include removal of vinyl only reface S/F (single faced) or D/F (double faced)			
146.	2" x 16"	4.00	6.00	5.20	7.80	7.15	10.75	EIG S/F 2.80	EIG D/F 4.20	HIP S/F 3.65	HIP D/F 5.45
147.	6" x 12"	4.00	6.00	5.20	7.80	7.15	10.75	2.80	4.20	3.65	5.45
148.	12" x 9"	4.50	6.50	5.70	8.30	7.65	11.25	3.15	4.55	4.00	5.80
149.	12" x 18"	8.00	12.00	10.40	15.60	14.25	21.40	5.60	8.40	7.30	10.95
150.	18" x 24"	16.00	24.00	20.75	31.15	28.50	42.75	11.20	16.80	14.55	21.80
151.	24" x 24"	21.35	32.00	27.68	41.50	38.00	57.00	14.95	22.40	19.40	29.05
152.	24" x 36"	32.00	48.00	41.50	62.26	57.00	85.50	22.40	33.60	29.05	43.60
153.	30" x 24"	26.70	40.00	26.70	40.00	47.50	71.25	18.70	28.00	18.70	28.00
154.	30" x 30"	33.40	50.00	43.25	64.90	59.40	89.10	23.40	35.00	30.30	45.45
155.	30"x 36"	40.05	60.10	51.90	77.85	71.25	106.90	28.05	42.10	36.35	54.50
156.	36" x 12"	16.00	24.00	20.75	31.15	28.50	42.75	11.20	16.80	14.55	21.80
157.	48" x 24"	42.72	64.00	55.35	83.00	76.00	114.00	29.90	44.80	38.75	58.10
158.	48" x 48"	85.45	128.20	110.75	166.00	152.00	228.00	59.80	89.75	77.55	116.20
159.	4'x 8'	325.00	487.50	430.00	645.00	—	—	227.50	341.25	301.00	451.50
	55) Speed Limit										
160.	18" x 24" - 10-40 MPH (depending on specs)	11.50		16.25		24.00			8.05	11.40	16.80
161.	24" x 30"- 10-40 MPH (depending on specs)	19.00		27.00		40.00			13.30	18.90	28.00
	56) Stop Ahead (Symbols & words)										
162.	24" x 24"	17.95		28.50		42.00			12.60	19.95	29.40
163.	30" x 30"	28.00		43.00		65.00			19.60	30.10	45.50
164.	36" x 36"	50.00		63.00		95.00			35.00	44.10	66.50
	57) Stop Signs										
165.	18" x 18"	14.78		18.50		27.95			10.35	12.95	19.57
166.	24" x 24"	16.95		22.50		34.95			11.87	15.75	24.50

OPENED 9:48 1-12-2011 Witnessed

	Item	Category A- New			Category B- Accessories		Category C- Re-facing of Signs		
		Reflective	High Intensity	Diamond Grade			Reflective	High Intensity	Diamond Grade
167.	30" x 30"	26.00	35.00	54.00			18.20	24.50	37.80
168.	36" x 36"	38.00	47.00	75.00			26.60	32.90	52.50
169.	48" x 48"	90.00	110.00	150.00			63.00	77.00	105.00
	58) Stop Stencil (separate letters & one stencil)				36" letters	stencil 36x43½			
170.	36" x 36" Duro / 36"x43½"	—	—	—	85.00	70.00	—	—	—
	59) Street Name Signs (legend to be on one or both sides)								
171.	6" x 18"	16.50	25.50	28.95			NB	—	—
172.	6" x 24"	16.50	25.50	28.95			NB	—	—
173.	6" x 30"	17.50	26.95	29.95			NB	—	—
174.	6" x 36"	19.50	29.95	39.95			NB	—	—
	60) Supplemental Plaques								
175.	12" x 6"	3.50	6.50	9.50			2.45	4.55	6.65
	61) "T" Intersection								
176.	24" x 24"	15.35	21.68	32.00			10.75	15.20	22.40
177.	30" x 30"	24.00	33.88	50.00			16.80	23.75	35.00
178.	36" x 36"	34.50	48.80	72.00			24.15	34.15	50.40
	62) Tire Area								
179.	18" x 24"	11.50	16.25	24.00			8.05	11.40	16.80
	63) Traffic Signs								
180.	9" x 12"	6.18	11.46	15.57			3.70	5.80	7.90
181.	18" x 12"	8.60	12.00	17.00			6.00	8.40	11.90
182.	18" x 24"	11.50	16.25	24.00	OPENED		8.05	11.40	16.80
183.	24" x 18"	11.50	16.25	24.00			8.05	11.40	16.80
184.	24" x 24"	15.35	21.70	32.00	9:48		10.75	15.20	22.40
185.	24" x 30"	19.00	27.00	40.00	1-12-2011		13.30	18.90	28.00
186.	24" x 36"	23.00	32.50	48.00	Witnessed		16.10	22.75	33.60
187.	30" x 30"	24.00	33.90	50.00			16.80	23.75	35.00
188.	30" x 36"	29.00	40.65	60.00			20.30	28.45	42.00
189.	36" x 12"	11.50	16.20	24.00			10.85	13.25	19.75

	Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
		Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
190.	48" x 24"	30.00	39.00	51.00		21.70	30.40	44.80
191.	48" x 48"	61.45	86.70	128.00		43.00	60.70	89.60
	64) Trash Area							
192.	18" x 24"	11.50	16.25	24.00		8.05	11.40	16.80
	65) Truck Crossing							
193.	36" x 36"	34.50	48.80	72.00		24.15	34.15	50.40
194.	48" x 48"	61.45	86.70	128.00		43.00	60.70	89.60
195.	30" x 30"	24.00	33.88	50.00		16.80	23.75	35.00
	66) Warning Signs							
196.	9" x 12"	6.18	11.46	15.57		3.70	5.80	7.90
197.	18" x 12"	8.60	12.00	17.00		6.00	8.40	11.90
198.	24" x 18"	11.50	16.25	24.00		8.05	11.40	16.80
199.	24" x 24"	15.35	21.70	32.00		10.75	15.20	22.40
200.	24" x 30"	19.00	27.00	40.00		13.30	18.90	28.00
201.	24" x 36"	23.00	32.50	48.00		16.10	22.75	33.60
202.	30" x 30"	24.00	33.90	50.00		16.80	23.75	35.00
203.	36" x 12"	11.50	16.20	24.00		10.85	13.25	19.75
204.	36" x 36"	34.50	48.80	72.00		24.15	34.15	50.40
205.	48" x 24"	30.00	39.00	51.00		21.70	30.40	44.80
206.	48" x 48"	61.45	86.70	128.00		43.00	60.70	89.60
	67) Water on Bridge							
207.	30" x 30"	24.00	33.90	50.00		16.80	23.75	35.00
208.	48" x 48"	61.45	86.70	128.00		43.00	60.70	89.60
	68) Yield Sign				OPENED			
209.	30" x 30" x 30"	27.00	35.90	52.00	9:48	18.90	25.15	36.40
210.	36" x 36" x 36"	36.50	50.80	74.00	1-12-2011	25.55	35.55	51.80
	69) Y Intersection				Witnessed			
211.	30" x 30"	24.00	33.90	50.00		16.80	23.75	35.00
	70) Your Trash Must Be Secure At All Times							
212.	18" x 24"	11.50	16.25	24.00		8.05	11.40	16.80

	Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
		Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
	71) 3" Center Pavement Reflectors-(ceramic)							
213.	Amber				1.50			
214.	Clear				1.70			
215.	Red or white				1.85			
216.	**72) 4" Center Pavement Reflectors-(ceramic)**							
217.	Amber				1.50			
218.	Clear				1.70			
219.	Red or white				1.85			
	73) Brackets & Caps							
220.	Aluminum Brackets for 6" & 9" BUCKLE				16.95			
221.	Cross Brackets				2" 3.50 3" 8.50			
222.	Round Post Bracket				2" 3.50 3" 8.50			
223.	U Post Brackets				2" 3.50 3" 9.50			
224.	**90° Bracket for 4 Way Assembly** (all types& size post & sign height)				3.50			
225.	**45° / 180° Bracket for 4 Way Assembly** (all types & size post & sign height)				3.50			
226.	Post Cap for U Channel Posts				3.50			
227.	Post Cap for 2" & 3" Posts				3.50 2" 8.50 3"			
228.								
229.	Post Cap - 1 3/4 Sq Post for Flat Assy				5.25			
230.	3" Post Caps (standard 3" pipe)				8.50			
231.	Post Dome caps (standard 3" pipe)				4.50			
232.	Wing Bracket -All Sign Plate	Straps or Bolts to side of wall or pole			12" 13.00 18" 15.00 24" 22.00			
233.								
234.								
235.	Standard 1¼" Wing Bracket 14" x 8¼"	(metro #8)			9.00			
236.	Heavy Duty 24" Wing x 8¼" Bracket (Metro 800)				16.00			
	74) Barricades							
237.	**A-Frame 30" Tall x 6' Wide -All Plastic Frame** (single or double faced)	S/F: —	D/F: 150.00	S/F: 125.00	D/F: —	S/F: —	D/F: —	

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	Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
		Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
238	8' Type III Orange or Red/White Type A & C (double faced) HIP	(Plastic Panels w/Square Tubing Uprights)			Single Face 250.00	Double Face 310.00		
239	Type III -Barricades - 10' (double faced-sheeting 1 or 2 sides) HIP	(Plastic Panels w/Square Tubing Uprights)			Single Face 281.00	Double Face 351.00		
240	Barricade Marker 18" X 18"				25.00			
241	Barricade Flasher Lights				16.95			
242	Barricade Lights				16.95			
	75) Panels							
243	96" x 8" Reflective 1" Thick Orange/White				52.00			
	76) Type I and III				Type 1 / Type III			
244	End of Road E/G (Wood)				8' 150.00			
245					10' 195.00			
246					12' 210.00			
	77) Barrel Tape (white, red or yellow)							
247	2" x 50 Yards				80.00			
248	4" x 50 Yards				160.00			
249	6" x 50 Yards				240.00			
	78) Barricade Tape							
250	Reflective, General Purpose Tape -Red, White, Yellow (Rolls)				1" x 30" yd. 105.00			
251					2" x 30" yd. 135.00			
252					3" x 30" yd 150.00			
	79) Type A & C Orange Left/Right-Type 111				E.G	HIP		
253	8" x 50 yd.				232.00	300.00		
254	8" x 100 yd.				464.00	600.00		
	80) Flexible Road Marker							
255	62" White Road Marker w/ Wt. Reflector Sheeting				38.00			
256	62" White Road Marker w/ Yellow Reflector Sheeting				38.00			
257	Jiggle Bars 6" x 34"				12.95			
	81) Barrier Fence & Tape							
258	Temporary Barrier Fence Pl foot				.55¢			
259	Temporary Barrier Fencing Roll 4' X 100'				43.00			

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	Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
		Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
260	Quick Fence Safety System				52.00			
261	Industrial Grade Mil Barrier Tape				9.95			
	82) Cones (Traffic)							
262	18" Plain, Bright Orange Top, Black Base				7.25			
263	28" Plain, Bright Orange Top, Black Base				11.25			
264	36" Plain, Bright Orange Top, Black Base				18.95			
265	28" Orange/Red Glow				11.25			
266	28" With Reflective Collars				15.95			
267	11 ½" x 16" Decals				12.95			
268	Chevrons 18" x 24"	11.50	11e.25	24.00				
	83) Double Arrow							
269	48" x 24" Yellow Reflective Aluminum Rectangle	31.00	43.40	104.00				
270	Municipal Emblems (Pressure Sensitive)				12.95			
	84) Object Markers Reflective							
271	6" x 24"				11.55			
272	10" x 30"				11.95			
273	12" x 36"				15.25			
274	6' Delineator Posts (Flexible)				38.00			
275	Plastic Delineators (Stand Alone)				42.00			
276	6" x 12" Bridge Markers				4.25			
277	End of Roadway Markers / Button Delineators 18" x 18"				25.00			
278	Round Plastic Reflector - Red				1.00			
279	Round Plastic Reflectors Amber				1.00			
280	Rectangular Reflectors 3" x 8" Type A & C				5.50			
	85) Safety Flags							

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	Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
		Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
281	Fluorescent w/ Stiffener ~~16" x 16"~~				—			
282	18" x 18"				5.25			
283	24" Safety Flags				5.25			
	86) Folding Signs							
284 285	24" x 24" Binder Signs (Folding Signs) 30" x 30"				32.00 38.00 x			
286	Portable Stands (3 & 4 Legs) Quadra Flex 36" Stand				140.00			
287	8" x 10" Upright Sign Post				15.00			
288	Quad Stands for Roll Up Mesh Sign				140.00			
289	30" x 30" Collapsable Stop/ Slow Paddle EG Roll Up				75.00			
	87) Stub Post							
290	Tubular Post 8'				15.95			
291	Tubular Post 10'				18.95			
292	Tubular Post 12'				21.25			
293	Square. Post ~~2"x2"x12'~~				35.00			
	88) Sign Assembly Hardware							
294	Locknuts				.25			
295	Anti-Theft Bolts				.25			
296	5/16 Bolts 21/2" x 3"				.35			
297	1/4 Bolts 2"				.35			
298	1/4" Screws for Brackets (Blade Holders)	BX 100			5.93			
299	Screw Set (vandal proof)	BX 100			11.00			
	89) U Channel							
300	12' x 3" Heavy Gauge (Green)				37.00			
01 02	U Shape Galvanized				10 ft. 31.68 12 Ft. 38.02			
03	Safety Splice U Channel Sign Post System				37.00			
	90) Dome Drums							
04	Super Dome Drums				44.00			
05	Barrel w/Tire Ring (Net Econo)- Low density Barrels (Remoldable)				55.00			

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	Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
		Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
306	Molded Rubber Base – 25 lbs				28.86			
307	Blue Net Sheeting 15"				N/B			
308	4" Transfer Tape				13.28			
	91) Speed Bumps							
309	6' Speed Bump (Plastic)				112.50			
310	9' Speed Bump (Plastic)				157.50			
311	6' Speed Bump – Yellow & Black (plastic)				194.92			
	92) EPOXY							
312	1 gal. Epoxy Kit				97.00			
313	5 gal. Epoxy Kit				N/B			
314	Epoxy Pads 4"x4"				1.50			
315	Epoxy Qw.K Sticks				19.95			
	93) MISC.							
316	Slow Moving Vehicle - 040 Aluminum				9.95			
317	Slow Moving Vehicle - Decal (Triangle)				6.95			
318	Keep Back 500 Feet 33" x 3" Reflective Decal				9.95			
319	Tape Caution Buried Electrical Lines	3"x 1000'			14.95			
320	8' x 4' MDO Specialty Sign	Single-sided non-Reflective			285.00			
321	6" x 50 yds Roll of Engineer Grade Vinyl				101.00			
322	6" x 50 yds Roll of High Intensity Prismatic				157.50			
323	Post Driver				325.00			
324	18" Double Faced Hand Paddles				16.95			
325	Slip Base Assy (Base & Stub Only)				110.00			
326	Slip Base Assy Complete				165.00			
327	T-Post 3"				48.00			

Prices for TAPE

Width	Price
1"	$ 3.32
2"	$ 6.64
4"	$13.28
6"	$19.92
8"	$26.56
10"	$33.20
12"	$39.84
13"	$43.16
14"	$46.48
15"	$49.80
16"	$53.12
18"	$59.76
20"	$66.40
24"	$79.68
30"	$99.60
36"	$119.52
48"	$159.36

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1-12-2011

Witnessed

Estimated Delivery Time for Standard (In-Stock) signs: 2-5 days

Estimated Delivery Time for Non-Standard (Not-In Stock) - Small orders: 2-WKS Large orders: 30-days

328 - 12 ft. 3" Post for Slip Base - 18 @ 8.00

329 - 6 ft Delineator U-Shape - 11.95

330 - Reflectors 4x4 2-way w/adhesive - 3.50 each 100-Box

331 - 10¾" X 10¾" D.O.T. Placards (osha) Decal 4.95 | .040 Alum. 9.95

332 - 3" U-Post - 99.75

EXHIBIT "C"
INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/3/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
HYLANT GROUP INC
PO BOX 10660

JACKSONVILLE FL 322470660

CONTACT NAME: CUSTOMER SERVICE CENTER
PHONE (A/C, No, Ext): (866) 972-7378 FAX (A/C, No): (800) 455-9611
E-MAIL ADDRESS: ZSBSERVICECENTER@ZISINTERNET.COM
PRODUCER CUSTOMER ID #:

INSURED
MARTIN & MARGARITA PENA
DBA DELTA SPECIALTIES SIGNS & SUPPLIES
10205 E STATE HIGHWAY 107

EDINBURG TX 78542

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ASSURANCE COMPANY OF AMERICA	19305
INSURER B: MARYLAND CASUALTY COMPANY	19356
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Cert ID 72726 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC	Y		PAS 038483617	7/9/2010	7/9/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			PAS 038483617	7/9/2010	7/9/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DEDUCTIBLE [ ] RETENTION $	Y		PAS 038483617	7/9/2010	7/9/2011	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 038670213	7/9/2010	7/9/2011	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CERTIFICATE HOLDER IS DESIGNATED AS ADDITIONAL INSURED WITH REGARDS TO GENERAL LIABILITY SUBJECT TO THE POLICY TERMS AND CONDITIONS BY THIS POLICY.

CERTIFICATE HOLDER

HIDALGO COUNTY

2802 S BUSINESS HIGHWAY 281

EDINBURG TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

REQUIREMENTS AGREEMENT
C-11-027B-03-29

THIS AGREEMENT (the "Agreement") is entered into effective as of **March 29th, 2011** by and between **Pathmark Traffic Products of Texas, Inc.,** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Traffic Road Signs & Miscellaneous Equipment,"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one (1) year with the County's option to renew for one (1) year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good 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 **"Traffic Road Signs & Miscellaneous Equipment"** in the areas of **HIDALGO COUNTY** projects for a period of one year from with the option to renew one (1) year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and it is agreed that the Products will meet the specifications set forth in Exhibit "A" (RFB Packet) hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

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

5. General Provisions.

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

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

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

If to Seller: Pathmark Traffic Products Of Texas, Inc.
Attn: Jose Perez, General Manager
PO Box 1066
San Marco, Texas 78667

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

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

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

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

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

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular

shall include the plural whenever and as often as may be appropriate

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903 (Vernon Supp. 1996).

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

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

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

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

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Custom Products Corporation

By:_____

Printed Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM:
ATLAS & HALL, LLP

By:_____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: _____

EXHIBIT "A"
RFB PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

December 27, 2010

Re: **HIDALGO COUNTY (All Funding Sources)**
Request for Bids -**"Traffic Road Signs And Misc. Equipment"**
Bid No: 2011-027-01-12-SGS

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

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

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

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

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST

HIDALGO COUNTY
(All Funding Sources)
"TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT"
BID NO. : 2011 -027-01-12-SGS

1. **Request For Bid Letter, consisting of __1__ page.**
2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
3. **Exhibit "A" Specifications/ Exhibit " B " Bid page consisting of__19__ pages**
4. **Exhibit "C" Insurance Requirements consisting of __4__ pages.**
5. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1__page.**
6. **Vendor/Bidder Application and W-9 form consisting of__6__ pages.**
7. **Draft Requirements Agreement consisting of __8__ pages.**
9. **Certification Regarding Debarment consists of __1__ page.**

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

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

12/27/10
Date

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

BID: 2011-027-01-12-SGS	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 Ext. 4860

REQUEST FOR BIDS

HIDALGO COUNTY
(ALL FUNDING SOURCES)
"TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT"
RFB: 2011-027-01-12-SGS

BID OPENING DATE:
January 12, 2011

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Bus Hwy 281 New Administration Building
Edinburg, Texas 78539

1. Sealed bids will be received for **HIDALGO COUNTY (All Funding Sources) - "TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3)** copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2011-027-01-12-SGS- HIDALGO COUNTY(All Funding Sources)-"TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT"** and in County's Purchasing Department, 2812 S. Business Highway 281, Edinburg, Texas, **on or before 9:30 A.M., Wednesday, January 12, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2011-027-01-12-SGS.** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

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

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

necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

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

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

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

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

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

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

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

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

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

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY(All Funding Sources) "TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 South Highway 281
Edinburg, Texas 78539
(956) 318-2511

17. **SCHEDULE OF EVENTS:**

Bid Opening, 9:30 AM	**January 12 , 2011**
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

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

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

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in

excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

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

19. **ETHICAL STANDARDS:**

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

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

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

20. **DISCLOSURE OF CONFLICT OF INTEREST:**

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

Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

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

22. Bids, and all goods and services provided 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 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
(All Funding Sources)
"TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT"
BID NO.: 2011-027-01-12-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S Business Hwy 281 -New Administration Building
Edinburg, Texas 78539

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

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

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"/ EXHIBIT "B"

SPECIFICATIONS/REQUIRMENTS
& BID PAGE

HIDALGO COUNTY

(All Funding Sources)

REQUEST FOR BIDS

"TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT"

RFB: 2011-027-01-12-SGS

HIDALGO COUNTY

(All Funding Sources)

TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT

RFB NO.: 2011-027-01-12-SGS

EXHIBIT "A"

Scope:

The County of Hidalgo is seeking sealed bids from qualified and interested vendor(s) for the fabrication of new, as well as, the re-facing of existing traffic-road signs, accessories and related supplies. All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.

Specifications/Requirements:

A. Signs, traffic, metal (aluminum), reflective, to meet Texas Department of Transportation (TxDot) specification of Department of Maintenance and Safety (DMS) DMS-7110 Class 2, and to be of alloy 6061-T6-or 5052-H38 with holes punched and corners clipped in accordance with TxDOT standards, 0.80 GA (gauge) for signs up to 7.5 square feet, 0.100 for signs 7.5 square feet to 15 square feet, and 0.125 gauge for signs over 15 square feet. Reflective sheeting and screen inks to meet the requirements of Texas Department of Transportation specification DMS-8300. Non-reflective sheeting to meet the requirements of DMS-8320. All signs to conform to Manual of Uniform Traffic Control Devices (MCTCD), Texas Department of Transportation standards and Federal Highway standards.

B. All signs with blue, brown, green, orange, red and yellow backgrounds shall be fabricated with Type C (high specific intensity) reflective sheeting. White background signs shall be fabricated with Type A (engineer grade) reflective sheeting.

C. White legends and borders shall be White Type C (high specific intensity) reflective sheeting.

D. Reflective sheeting on signs, barricades will be either single faced (S/F) or double faced (D/F) and frames on one or two sides.

E. All other related supplies must comply with all applicable Texas Department of Transportation and Federal Highway standards.

F. All products furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.

G. Type, dimension and color of signs (both new and re-faced), accessories and supplies required are listed in Exhibit "B". **Bid Prices will be on a unit price basis.**

H. Unit prices quoted shall remain firm for the period of the contract and shall include the cost of shipping and delivery of all items to the designated FOB point and must include any and all cost in the delivered unit price.

I. Vendor must provide an estimated delivery time for (standard) In-Stock Items and (non- standard) Not- In Stock items.

Terms Conditions:

1. Hidalgo County has the authority to utilize State Contracts and under cooperative purchasing participation when ever it is in the County's best interest to do so.

2. Hidalgo County reserves the right to award to one (1) or to multiple vendors, if the County determines it is in its best interest to do so.

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

4. Term of contract is for one (1) year period with County's option to extend the contract for an additional one (1) year under the same rates terms and conditions.

5. County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the contract term due to an unforeseen delay in the award of a new bid for next contract term.

6. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

7. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

8. Vendor(s) will provide and maintain all the required Insurance and/or Bonds as described and listed in:
Insurance Requirements: See Exhibit "C" attached hereto.

9. Due to the nature of the user departments, vendor(s) will be required to construct the new as well as re-face existing signs within three (3) working days from receipt of a properly executed purchase order. Vendor(s) will inform ordering department of their inability to complete the work ordered in a prompt and timely manner so as to allow the department sufficient notice to place the order with the "Secondary Vendor". Any purchase order placed with the primary vendor will become null and void if this circumstance occurs and any costs incurred by the primary vendor are not the responsibility of Hidalgo County.

Information to Bidders:
Vendor(s) will bid on the fabrication of new as well as the re-facing of existing signs as described in detail on Exhibit "B" and contained in this bid packet. Vendor(s) will be informed before the end of the initial one (1) year term if the County intends to exercise their option to extend the contract for an additional one (1) year under the same rates, terms and conditions.

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.

Further information required for this project can be addressed to, Sandy Suarez, Buyer, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to: Martha L. Salazar, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 or (956)292-7612 OR VIA E-MAIL TO: sandy.suarez@co.hidalgo.tx.us by NO LATER THAN, WEDNESDAY, JANUARY 05, 2011 by 5:00 P.M. Responses will be sent to all applicants via e-mail by no later than, FRIDAY, JANUARY 07, 2011 by 5:00 P.M.

EXHIBIT "B"
HIDALGO COUNTY
(All funding sources)
TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT
RFB NO: 2011-027-01-12-SGS

BID PAGE(S)

Vendor must thoroughly fill in each section of the Bid Page, if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification. All must be in compliance to the Texas Department of Transportation standards and Federal Highway standards.

Legends on signs will be on one or two sides: reflective grade will vary by dept.

Bid Prices are on a unit price basis.

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
1) 3 Way							
12" x 6"							
2) 4 Way							
12" x 6"							
24" x 18"							
3) A/C And Refrigeration							
18" x 24"							
4) All Way							
18" x 6"							
5) Arrow Signs							
48" x 24"							
20" x 8"							
15" x 8"							
6) Bridge Closed							
36"x 36"							
48" x 48"							
30" x 30"							
48" x 30"							
7) Bridge Out							
30" x 30"							
8) Brush Area							
18" x 24"							

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
9) Cable/ Utility Warning Signs							
9" x 3"							
12" x 3 ½"							
12" x 9"							
10) Caution							
18" x 24"							
30" x 30"							
11) Children At Play							
24" x 30"							
18" x 24"							
12) Curve: Right or Left Curve Ahead							
24" x 24"							
30" x 30"							
30" x 36"							
13) Construction Zone Warning Signs (Orange background w/black copy)							
18" x 18"							
24" x 24"							
30" x 30"							
36" x 36"							
48" x 48"							
14) Roll-up Mesh Signs Legends needed for Roll -Up Mesh Signs (including rib w/ orange background) will be as followed, but not limited to: (i.e. Road Construction Ahead, Mowers Ahead; Right Lane Closed Ahead; Men Working Ahead , Right & Left Lane Closed Ahead)							
18" x 18"							
24" x 24"							
30" x 30"							
36" x 36"							
48" x 48"							
15) Construction Zone Signs & Supplemental Signs (Orange background w/black copy)							
12" x 18"							

Item	Category A- New						Category B- Accessories	Category C- Re-facing of Signs		
	Reflective		High Intensity		Diamond Grade			Reflective	High Intensity	Diamond Grade
24" x 12"										
18" x 24"										
24" x 18"										
30" x 24"										
30" x 30"										
48" x 18"										
48" x 24"										
48" x 30"										
16) Custom Message (legend on one or both sides, one color - reflective grade will vary)	S/F	D/F	S/F	D/F	S/F	D/F	S/F (single faced) or D/F double faced)			
9" x 30"										
12" x 18"										
18" x 24"										
36" x 36"										
17) Dead End										
30" x 30"										
24" x 24"										
18) Detour										
30" x 24"										
19) Dip										
30" x 30"										
36" x 36"										
20) Double Arrow										
48" x 24"										
21) Fluorescent Yellow Green Safety										
24" x 18"										
24" x 24"										
30" x 30"										
36" x 36"										

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
48" x 48"							
22) Fresh Oil							
24" x 24"							
23) Handicap unlimited wording & symbols (blue & white)							
12" x 6"							
12" x 9"							
12" x 12"							
12" x 18"							
12" x 24"							
18" x 18"							
18" x 24"							
24) Handicap X-ing							
12" x 18"							
18" x 24"							
24" x 30							
30' x 30'							
36" x 36"							
48" x 48"							
25) Handicap Stencil							
18" x 12"							
32" x 24"							
36"x 36"							
44" x 38"							
48" Handicap Stencil							
26) Arrow Sign							
21" x 12" pointing down right or left							
27) Ice on Bridge							
30" x 30"							
28) Inter-local/ Project Signs							

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
4" x 8" Plywood one side only							
4" x 8" Plywood double sided							
29) Office & Shop Signs (Facility)							
30) Keep Back 25 Feet							
12" x 9"							
31) Left to Right Marker Bridge							
12" x 36"							
18" x 24"							
32) Mattress							
18" x 24"							
33) Men Working							
24" x 24"							
34) Metal Area							
18" x 24"							
35) Mowers Ahead							
36" x 36"							
48" x 48"							
36) Narrow Bridge							
24" x 24"							
30" x 30"							
37) Neighborhood Watch							
18" x 24"							
24" x 30"							
38) No Dumping							
18" x 24"							
24" x 30"							
60" x 30"							
39) Pavement Ends							
30" x 30"							

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
36" x 36"							
40) Pedestrians							
36" x 36"							
48" x 48"							
30" x 30"							
41) Public/ Private Parking Sign							
12" x 18"							
18" x 24"							
42) Right to Left Marker							
12" x 36"							
18" x 24"							
43) Road Closed to Thru Traffic							
60" x 30"							
48" x 30"							
44) Road Closed							
30" x 48"							
48" x 30"							
36" x 36"							
45) Road Construction Ahead							
30" x 30"							
36" x 36"							
48" x 48"							
46) Road Machinery Ahead							
30" x 30"							
36" x 36"							
48" x 48"							
47) School Ped X-ing							
30" x 30"							
36" x 36"							

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
48) School Zone Signs & School Zone Signs (Cell Phone Use Prohibited Up To $ 200.00 Fine)							
24" x 8"							
24" x 10"							
18" x 24"							
24" x 18"							
24" x 24"							
24" x 30"							
24" x 48"							
30" x 30"							
48" x 48"							
36" x 36"							
49) Signs & Blanks							
6" x 18"							
6" x 24"							
6" x 30"							
6" x 36"							
30" x 30"							
50) Single Arrow							
30" x 36"							
48" x 24"							
51) Single Arrow Left/Right							
30" x 36"							
48" x 24"							
52) Slow							
24" x 24"							
30" x 30"							
36" x 36"							
53) Slow For Children							
24" x 30"							
18" x 24"							

Item	Category A- New						Category B- Accessories	Category C- Re-facing of Signs		
	Reflective		High Intensity		Diamond Grade			Reflective	High Intensity	Diamond Grade
54) Specialties Signs	S/F	D/F	S/F	D/F	S/F	D/F	S/F (single faced) or D/F (double faced)			
2" x 16"										
6" x 12"										
12" x 9"										
12" x 18"										
18" x 24"										
24" x 24"										
24" x 36"										
30" x 24"										
30" x 30"										
30"x 36"										
36" x 12"										
48" x 24"										
48" x 48"										
4'x 8'										
55) Speed Limit										
18" x 24" - 10-40 MPH (depending on specs)										
24" x 30"- 10-40 MPH (depending on specs)										
56) Stop Ahead (Symbols & words)										
24" x 24"										
30" x 30"										
36" x 36"										
57) Stop Signs										
18" x 18"										
24" x 24"										

Item	Category A- New			Category B- Accessories		Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade			Reflective	High Intensity	Diamond Grade
30" x 30"								
36" x 36"								
48" x 48"								
58) Stop Stencil (separate letters & one stencil)				letters	stencil			
36" x 36"								
59) Street Name Signs (legend to be on one or both sides)								
6" x 18"								
6" x 24"								
6" x 30"								
6" x 36"								
60) Supplemental Plaques								
12" x 6"								
61) "T" Intersection								
24" x 24"								
30" x 30"								
36" x 36"								
62) Tire Area								
18" x 24"								
63) Traffic Signs								
9" x 12"								
18" x 12"								
18" x 24"								
24" x 18"								
24" x 24"								
24" x 30"								
24" x 36"								
30" x 30"								
30" x 36"								
36" x 12"								

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
48" x 24"							
48" x 48"							
64) Trash Area							
18" x 24"							
65) Truck Crossing							
36" x 36"							
48" x 48"							
30" x 30"							
66) Warning Signs							
9" x 12"							
18" x 12"							
24" x 18"							
24" x 24"							
24" x 30"							
24" x 36"							
30" x 30"							
36" x 12"							
36" x 36"							
48" x 24"							
48" x 48"							
67) Water on Bridge							
30" x 30"							
48" x 48"							
68) Yield Sign							
30" x 30" x 30"							
36" x 36" x 36"							
69) Y Intersection							
30" x 30"							
70) Your Trash Must Be Secure At All Times							
18" x 24"							

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
71) 3" Center Pavement Reflectors-(ceramic)							
Amber							
Clear							
Red or white							
72) 4" Center Pavement Reflectors-(ceramic)							
Amber							
Clear							
Red or white							
73) Brackets & Caps							
Aluminum Brackets for 6" & 9"							
Cross Brackets				2"			
				3"			
Round Post Bracket				2"			
				3"			
U Post Brackets				2"			
				3"			
90° Bracket for 4 Way Assembly (all types& size post & sign height)							
45° / 180° Bracket for 4 Way Assembly (all types & size post & sign height)							
Post Cap for U Channel Posts							
Post Cap for 2" & 3" Posts							
Post Cap - 1 3/4 Sq Post for Flat Assy							
3" Post Caps (standard 3" pipe)							
Post Dome caps (standard 3" pipe)							
Wing Bracket -All Sign Plates							
Standard 16" Wing Bracket							
Heavy Duty 24" Wing Bracket							
74) Barricades							
A-Frame 30" Tall x 6' Wide -All Plastic Frame (single or double faced)	S/F	D/F	S/F	D/F	S/F	D/F	

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
8' Type III Orange or Red/White Type A & C (double faced)							
Type III -Barricades - 10 ' (double faced-sheeting 1 or 2 sides)							
Barricade Marker 24" x 24"							
Barricade Flasher Lights							
Barricade Lights							
75) Panels							
96" x 8" Reflective 1" Thick Orange/White							
76) Type I and III				Type 1 / Type III			
End of Road				8' / 10' / 12'			
77) Barrel Tape (white, red or yellow)							
2" x 50 Yards							
4" x 50 Yards							
6" x 50 Yards							
78) Barricade Tape							
Reflective, General Purpose Tape -Red, White, Yellow (Rolls)				1" x 30" yd. / 2"x 30" yd. / 3" x 30"yd			
79) Type A & C Orange Left/Right-Type 111							
8" x 50 yd.							
8" x 100 yd.							
80) Flexible Road Marker							
62" White Road Marker w/ Wt. Reflector Sheeting							
62" White Road Marker w/ Yellow Reflector Sheeting							
Jiggle Bars 6" x 34"							
81) Barrier Fence & Tape							
Temporary Barrier Fence							
Temporary Barrier Fencing Roll							

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Quick Fence Safety System							
Industrial Grade Mil Barrier Tape							
82) Cones (Traffic)							
18" Plain, Bright Orange Top, Black Base							
28" Plain, Bright Orange Top, Black Base							
36" Plain, Bright Orange Top, Black Base							
28" Orange/Red Glow							
28" With Reflective Collars							
11 ½" x 16" Decals							
Chevrons 18" x 24"							
83) Double Arrow							
48" x 24" Yellow Reflective Aluminum Rectangle							
Municipal Emblems (Pressure Sensitive)							
84) Object Markers Reflective							
6" x 24"							
10" x 30"							
12" x 36"							
6' Delineator Posts (Flexible)							
Plastic Delineators (Stand Alone)							
6" x 12" Bridge Markers							
End of Roadway Markers / Button Delineators 18" x 18"							
Round Plastic Reflector - Red							
Round Plastic Reflectors Amber							
Rectangular Reflectors 3" x 8" Type A & C							
85) Safety Flags							

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Fluorescent w/ Stiffener 16" x 16"							
18" x 18"							
24" Safety Flags							
86) Folding Signs							
24" x 24" Binder Signs (Folding Signs)							
Portable Stands (3 & 4 Legs) Quadra Flex 36" Stand							
8" x 10" Upright Sign Post							
Quad Stands for Roll Up Mesh Sign							
30" x 30" Roll Up Mesh Stop/ Slow Paddle (Folding Signs)							
87) Stub Post							
Tubular Post 8'							
Tubular Post 10'							
Tubular Post 12'							
Square. Post							
88) Sign Assembly Hardware							
Locknuts							
Anti-Theft Bolts							
5/16 Bolts 21/2" x 3"							
1/4 Bolts 2"							
1/4" Screws for Brackets (Blade Holders)							
Screw Set (vandal proof)							
89) U Channel							
12' x 3" Heavy Gauge (Green)							
U Shape Galvanized				10 ft. 12 Ft.			
Safety Splice U Channel Sign Post System							
90) Dome Drums							
Super Dome Drums							

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Molded Rubber Base							
Blue Net Sheeting 15"							
4" Transfer Tape							
91) Speed Bumps							
6' Speed Bump (Plastic)							
9' Speed Bump (Plastic)							
6' Speed Bump – Yellow & Black (plastic)							
92) EPOXY							
1 gal. Epoxy Kit							
5 gal. Epoxy Kit							
Epoxy Pads							
Epoxy Quick Sticks							
93) MISC.							
Slow Moving Vehicle - 040 Aluminum							
Slow Moving Vehicle - Decal (Triangle)							
Keep Back 500 Feet 33" x 3" Reflective							
Tape Caution Buried Electrical Lines							
8' x 4' MDO Specialty Sign							
6" x 50 yds Roll of Engineer Grade Vinyl							
6" x 50 yds Roll of High Intensity Prismatic							
Post Driver							
18" Double Faced Hand Paddles							

Estimated Delivery Time for Standard (In-Stock) signs: _____

Estimated Delivery Time for Non-Standard (Not-In Stock) - Small orders: _____ Large orders: _____

Bidder/Company Name: _____

Address: _____

City/State/Zip Code: _____

Phone /Cellular No.: _____ Cellular No: _____ Fax No.: _____

E-Mail Address: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

HIDALGO COUNTY
(ALL FUNDING SOURCES)
REQUEST FOR BIDS

"TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT"

RFB: 2011-027-01-12-SGS

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED [illegible] (Any one person)	$
					PER[illegible] & ADV INJURY	$
					[illegible]AL AGGREGATE	$
					[illegible]ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's 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 Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CIQ FORM

HIDALGO COUNTY
(ALL FUNDING SOURCES)

REQUEST FOR BIDS

"TRAFFIC ROAD SIGNS AND MISC EQUIPMENT"

RFB: 2011-027-01-12-SGS

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

BIDDER/VENDOR APPLICATION AND W-9

HIDALGO COUNTY
(ALL FUNDING SOURCES)

REQUEST FOR BIDS

"TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT"

RFB: 2011-027-01-12-SGS

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or Fax (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address : Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: _____ Disadvantaged Business (At Least 51% Ownership) ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).: _____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–		

or

Employer identification number
		–						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► Date ►

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

DRAFT SERVICE CONTRACT

HIDALGO COUNTY
(All Funding Sources)

REQUEST FOR BIDS

"TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT"

RFB: 2011-027-01-12-SGS

REQUIREMENTS AGREEMENT
C-00-00

DRAFT

THIS AGREEMENT (the "Agreement") is entered into effective as of the ____ day of _____, 2010 by and between _____ ("Seller") and Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of Hidalgo County for the "TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT" (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 one (1) year 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 one (1) year, with the County's option to extend/renew for an additional one (1) year term. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on _____, 2010 and expire on _____, 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
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Seller: _____
_____
_____
_____

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

f. **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 insurance in force on all persons and vehicles connected with providing products and or services under this Contract naming County as additional insured, and shall furnish to County certificates of such insurances 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

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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.

Approved By Commissioners Court:_____

APPROVED AS TO FORM:
Atlas & Hall, LLP

_____
Stephen L. Crain

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:
By:_____
Printed Name:_____
Title:_____

EXHIBIT "A"
REQUEST FOR BIDS (RFB)PROCUREMENT PACKET

EXHIBIT "B"
BID PAGE

EXHIBIT "C"
CERTIFICATE OF INSURANCE

DEBARMENT

HIDALGO COUNTY
(All Funding Sources)

REQUEST FOR BIDS

"TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT"

RFB: 2011-027-01-12-SGS

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"
PAYMENT SCHEDULE

Bidder/Company Name: PATHMARK TRAFFIC PRODUCTS OF TEXAS INC

Address: P.O. Box 1066

City/State/Zip Code: San Marcos TX 78667

Phone /Cellular No.: 1 800 547 0874 Cellular No: — Fax No.: 1 800 352 2052

E-Mail Address: sales@pathmark.net

Authorized Signature: [signature]

Printed Name: JOSE PEREZ

Title: G.M.

Date: 1-10-11

Pathmark Traffic Produc
OPENED

EXHIBIT "B"
HIDALGO COUNTY
(All funding sources)
TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT
RFB NO: 2011-027-01-12-SGS

Witnessed

BID PAGE(S)

Vendor must thoroughly fill in each section of the Bid Page, if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification. All must be in compliance to the Texas Department of Transportation standards and Federal Highway standards.

Legends on signs will be on one or two sides: reflective grade will vary by dept.

Bid Prices are on a unit price basis.

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective EG	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
1) 3 Way							
12" x 6"	4.18	5.29	6.69		NO BID		
2) 4 Way							
12" x 6"	4.18	5.29	6.69		NO	BID	
24" x 18"	14.55	17.10	27.60		NO	BID	
3) A/C And Refrigeration							
18" x 24"	14.55	17.10	27.60		NO	BID	
4) All Way							
18" x 6"	6.98	7.98	10.29		NO	BID	
5) Arrow Signs							
48" x 24"	39.00	46.40	74.40		NO	BID	
20" x 8"	9.00	11.00	16.70		"	"	
15" x 8"	8.80	10.80	16.50		"	"	
6) Bridge Closed							
36"x 36"	43.65	51.30	82.80		NO	BID	
48" x 48"	77.60	91.20	147.20		"	"	
30" x 30"	30.31	35.63	57.50		"	"	
48" x 30"	49.00	57.00	92.00		"	"	
7) Bridge Out							
30" x 30"	30.31	35.63	57.50		NO	BID	
8) Brush Area							
18" x 24"	14.55	17.10	27.60		NO	BID	

OPENED
9:49
1-12-12
Witnessed

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective EG	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
9) Cable/ Utility Warning Signs							
9" x 3"	NO	BID			NO	BID	
12" x 3 ½"							
12" x 9"	4.85	5.70	9.20				
10) Caution							
18" x 24"	14.55	17.10	27.60		NO	BID	
30" x 30"	30.31	35.63	57.50		↓	↓	
11) Children At Play							
24" x 30"	24.25	28.50	46.00		NO	BID	
18" x 24"	14.55	17.10	27.60		↓	↓	
12) Curve: Right or Left Curve Ahead							
24" x 24"	19.40	22.80	36.80		NO	BID	
30" x 30"	30.31	35.63	57.50		↓	↓	
30" x 36"	36.38	42.75	69.00				
13) Construction Zone Warning Signs (Orange background w/black copy)							
18" x 18"	11.13	13.16	20.98		NO	BID	
24" x 24"	19.40	22.80	36.80		↓	↓	
30" x 30"	30.31	35.63	57.50				
36" x 36"	43.65	51.30	82.80				
48" x 48"	77.60	91.20	147.20				
14) Roll-up Mesh Signs Legends needed for Roll -Up Mesh Signs (including rib w/ orange background) will be as followed, but not limited to: (i.e. Road Construction Ahead, Mowers Ahead; Right Lane Closed Ahead; Men Working Ahead , Right & Left Lane Closed Ahead)							
18" x 18"	NO	BID					
24" x 24"							
30" x 30"	NO	BID					
36" x 36"	33.75						
48" x 48"	42.00						
15) Construction Zone Signs & Supplemental Signs (Orange background w/black copy)							
12" x 18"	7.42	8.77	13.95				

OPENED
9:49
1-12-2021
Witnessed

Item	Category A- New						Category B- Accessories	Category C- Re-facing of Signs		
	Reflective EG		High Intensity		Diamond Grade			Reflective	High Intensity	Diamond Grade
24" x 12"	9.90		11.60		14.10			NO	BID	
18" x 24"	14.55		17.10		27.60					
24" x 18"	14.55		17.10		27.60					
30" x 24"	24.25		28.50		46.00					
30" x 30"	30.31		35.63		57.50					
48" x 18"	25.10		34.20		55.20					
48" x 24"	39.00		46.40		74.40					
48" x 30"	49.00		57.00		92.00					
16) Custom Message (legend on one or both sides, one color - reflective grade will vary)	S/F	D/F	S/F	D/F	S/F	D/F	S/F (single faced) or D/F double faced)			
9" x 30"	9.50	13.50	10.80	15.80	17.50	24.00				
12" x 18"	7.20	9.50	14.50	17.50	19.00	26.00				
18" x 24"	14.55	18.00	22.00	26.00	24.00	31.00				
36" x 36"	43.45	54.00	51.30	64.00	82.80	100.00				
17) Dead End										
30" x 30"	30.31		35.63		57.50		NO		BID	
24" x 24"	19.40		22.80		36.80		"		"	
18) Detour										
30" x 24"	24.25		28.50		46.00		NO		BID	
19) Dip										
30" x 30"	30.31		35.63		57.50		NO		BID	
36" x 36"	43.45		51.30		82.80		NO		BID	
20) Double Arrow										
48" x 24"	39.00		46.40		74.40		NO		BID	
21) Fluorescent Yellow Green Safety										
24" x 18"	NO		BID		32.00		NO		BID	
24" x 24"					44.00					
30" x 30"					66.00					
36" x 36"					99.00					

OPENED
9:49
1-12-22
Witnessed

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective EG	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
48" x 48"	77.60	91.20	147.20	NO	BID		
22) Fresh Oil							
24" x 24"	19.40	22.80	36.80	NO	BID		
23) Handicap unlimited wording & symbols (blue & white)							
12" x 6"	3.29	4.29	5.39	NO	BID		
12" x 9"	3.69	4.89	6.29	↓	↓		
12" x 12"	5.59	6.49	9.99				
12" x 18"	7.35	8.78	14.10				
12" x 24"	9.90	11.60	14.10				
18" x 18"	11.13	13.14	20.98				
18" x 24"	14.55	17.10	27.60				
24) Handicap X-ing							
12" x 18"	7.35	8.78	14.10	NO	BID		
18" x 24"	14.55	17.10	27.60	↓	↓		
24" x 30	24.25	28.50	46.00				
30' x 30'	30.31	35.63	57.50				
36" x 36"	43.65	51.30	82.80				
48" x 48"	72.60	91.20	147.20				
25) Handicap Stencil							
18" x 12"	NO	BID					
32" x 24"						OPENED	
36"x 36"	NO	BID				9:49	
44" x 38"	110.00						
48" Handicap Stencil	NO	BID					1-12-2011
26) Arrow Sign						Witnessed	
21" x 12" pointing down right or left	14.55	17.10	27.60				
27) Ice on Bridge							
30" x 30"	30.31	35.63	57.50	NO	BID		
28) Inter-local/ Project Signs							

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective EG	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
4" x 8" Plywood one side only	160.00	208.00	288.00	NO		BID	
4" x 8" Plywood double sided	215.00	320.00	470.00	NO		BID	
29) Office & Shop Signs (Facility)	NO		BID	NO		BID	
30) Keep Back 25 Feet							
12" x 9"	4.85	5.70	9.20	NO		BID	
31) Left to Right Marker Bridge							
12" x 36"	14.55	17.10	27.60	NO		BID	
18" x 24"	14.55	17.10	27.60	NO		BID	
32) Mattress							
18" x 24"	14.55	17.10	27.60	NO		BID	
33) Men Working							
24" x 24"	19.40	22.80	36.80	NO		BID	
34) Metal Area							
18" x 24"	14.55	17.10	27.60	NO		BID	
35) Mowers Ahead							
36" x 36"	43.66	51.30	82.80	NO		BID	
48" x 48"	72.60	91.20	147.20	NO		BID	
36) Narrow Bridge							
24" x 24"	19.40	22.80	36.80	NO		BID	
30" x 30"	30.31	35.63	57.50	NO		BID	
37) Neighborhood Watch							
18" x 24"	14.55	17.10	27.60	NO		BID	
24" x 30"	24.25	28.50	46.00	NO		BID	
38) No Dumping							
18" x 24"	14.55	17.10	27.60	NO		BID	
24" x 30"	24.25	28.50	46.00	NO		BID	
60" x 30"	60.60	71.25	115.00	NO		BID	
39) Pavement Ends							
30" x 30"	30.31	35.63	36.80	NO		BID	

OPENED
9:49
1-12-2011
Witnessed

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective EG	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
36" x 36"	43.66	51.30	82.80	NO		BID	
40) Pedestrians							
36" x 36"	43.66	51.30	82.80	NO		BID	
48" x 48"	72.60	91.20	147.20	↓		↓	
30" x 30"	30.31	35.63	57.50	↓		↓	
41) Public/ Private Parking Sign							
12" x 18"	7.35	8.78	14.10	NO		BID	
18" x 24"	14.55	17.10	27.60	NO		BID	
42) Right to Left Marker							
12" x 36"	14.55	17.10	27.60	NO		BID	
18" x 24"	14.55	17.10	27.60	NO		BID	
43) Road Closed to Thru Traffic							
60" x 30"	60.60	71.25	115.00	NO		BID	
48" x 30"	49.00	57.00	92.00	NO		BID	
44) Road Closed							
30" x 48"	49.00	57.00	92.00	NO		BID	
48" x 30"	49.00	57.00	92.00	↓		↓	
36" x 36"	43.66	51.30	82.80	↓		↓	
45) Road Construction Ahead							
30" x 30"	30.31	35.63	57.50	NO		BID	
36" x 36"	43.66	51.30	82.80	↓		↓	
48" x 48"	72.60	91.20	147.20	↓		↓	
46) Road Machinery Ahead							
30" x 30"	30.31	35.63	57.50	NO		BID	
36" x 36"	43.66	51.30	82.80	↓		↓	
48" x 48"	72.60	91.20	147.20	↓		↓	
47) School Ped X-ing							
30" x 30"	30.31	35.63	57.50	NO		BID	
36" x 36"	43.66	51.30	82.80	NO		BID	

OPENED 9:49 1-12-24 Witnessed

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective EG	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
48) School Zone Signs & School Zone Signs (Cell Phone Use Prohibited Up To $ 200.00 Fine)							
24" x 8"	8.35	10.00	15.45	NO		B/D	
24" x 10"	9.00	11.00	18.50				
18" x 24"	14.55	17.10	27.60				
24" x 18"	14.55	17.10	27.60				
24" x 24"	19.40	22.80	36.80				
24" x 30"	24.25	28.50	46.00				
24" x 48"	39.00	46.40	74.40				
30" x 30"	30.31	35.63	57.50				
48" x 48"	72.60	91.20	147.20				
36" x 36"	43.66	51.30	82.80				
49) Signs & Blanks							
6" x 18"	2.96			NO		B/D	
6" x 24"	3.98						
6" x 30"	4.98						
6" x 36"	5.98						
30" x 30"	17.30						
50) Single Arrow							
30" x 36"	36.40	42.75	69.00	NO		B/D	
48" x 24"	39.00	46.40	74.40	NO		B/D	
51) Single Arrow Left/Right							
30" x 36"	36.40	42.75	69.00	NO		B/D	
48" x 24"	39.00	46.40	74.40	NO		B/D	
52) Slow							
24" x 24"	19.40	22.80	36.80	NO		B/D	
30" x 30"	30.31	35.63	57.50				
36" x 36"	43.66	51.30	82.80				
53) Slow For Children							
24" x 30"	24.25	28.50	46.00	NO		B/D	
18" x 24"	14.55	17.10	27.60	NO		B/D	

OPENED
9:49
1-12-2011
Witnessed

Item	Category A- New						Category B- Accessories	Category C- Re-facing of Signs		
	Reflective BG		High Intensity		Diamond Grade			Reflective	High Intensity	Diamond Grade
54) Specialties Signs	S/F	D/F	S/F	D/F	S/F	D/F	S/F (single faced) or D/F (double faced)			
2" x 16"		NO			BID		→		→	
6" x 12"	3.98	4.98	4.98	5.98	6.98	8.50	NO		BID	
12" x 9"	4.85	6.10	5.70	6.90	9.20	12.20	↓		↓	
12" x 18"	7.20	9.50	14.50	17.50	19.00	26.00				
18" x 24"	14.55	19.55	17.10	24.10	27.60	42.00				
24" x 24"	19.40	25.40	22.80	29.80	36.80	52.80				
24" x 36"	29.10	34.10	34.20	41.20	55.20	70.20				
30" x 24"	24.25	29.25	28.50	35.50	46.00	63.00				OPENED
30" x 30"	30.31	35.31	35.63	45.63	57.50	77.50				9:49
30"x 36"	36.00	43.00	45.00	55.00	69.00	89.00				1-12-2011
36" x 12"	14.55	19.55	17.10	24.10	27.60	42.00				Witnessed
48" x 24"	38.80	48.00	45.60	60.60	73.60	100.00				
48" x 48"	77.60	89.60	91.20	105.00	147.20	187.00				A
4'x 8'	160.00	190.00	192.00	250.00	294.00	395.00				
55) Speed Limit										
18" x 24" - 10-40 MPH (depending on specs)	14.55		17.10		27.60		NO		BID	
24" x 30"- 10-40 MPH (depending on specs)	24.25		28.50		46.00		NO		BID	
56) Stop Ahead (Symbols & words)										
24" x 24"	21.40		24.80		38.80		NO		BID	
30" x 30"	32.31		37.63		59.50		↓		↓	
36" x 36"	45.66		53.30		83.80					
57) Stop Signs										
18" x 18"	12.98		16.98		26.00		NO		BID	
24" x 24"	15.62		21.25		41.25		NO		BID	

Item	Category A- New			Category B- Accessories		Category C- Re-facing of Signs		
	Reflective EG	High Intensity	Diamond Grade			Reflective	High Intensity	Diamond Grade
30" x 30"	25.45	28.91	53.75			NO	BID	
36" x 36"	36.46	41.63	77.40			↓	↓	
48" x 48"	65.00	74.00	137.60					
58) Stop Stencil (separate letters & one stencil)				letters	stencil			
36" x 36" Duro 1/16"				25.00	75.00			
59) Street Name Signs (legend to be on one or both sides)						2 sided		
6" x 18"	5.35	6.99	8.60			7.67	8.99	13.85
6" x 24"	7.13	8.21	11.46			10.22	11.98	18.46
6" x 30"	8.91	10.27	14.33			12.78	14.98	23.08
6" x 36"	10.69	12.32	17.20			15.33	17.98	27.69
60) Supplemental Plaques								
12" x 6"	3.98	4.98	6.98			NO	BID	
61) "T" Intersection								
24" x 24"	18.98	24.98	36.98			NO	BID	
30" x 30"	30.31	35.63	57.50			↓	↓	
36" x 36"	43.66	51.30	82.80					
62) Tire Area								
18" x 24"	14.55	17.10	27.60			NO	BID	
63) Traffic Signs								
9" x 12"	4.85	5.70	9.20			NO	BID	
18" x 12"	7.35	8.78	14.10			↓	↓	
18" x 24"	14.55	17.10	27.60					
24" x 18"	14.55	17.10	27.60					
24" x 24"	19.40	22.80	36.80					
24" x 30"	24.25	28.50	46.00					
24" x 36"	29.10	34.20	55.20					
30" x 30"	30.31	35.63	57.50					
30" x 36"	36.38	42.75	69.00					
36" x 12"	14.55	17.10	27.60					

OPENED
9:49
1-12-2011
Witnessed

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective EG	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
48" x 24"	39.00	46.40	74.40	NO		BID	
48" x 48"	72.60	91.20	147.20				
64) Trash Area							
18" x 24"	14.55	17.10	27.60	NO		BID	
65) Truck Crossing							
36" x 36"	43.65	51.30	82.80	NO		BID	
48" x 48"	72.60	91.20	147.20				
30" x 30"	30.31	35.63	57.50				
66) Warning Signs							
9" x 12"	4.85	5.95	6.98	NO		BID	
18" x 12"	7.35	8.78	14.10				
24" x 18"	14.55	17.10	27.60				
24" x 24"	19.40	22.80	36.80				
24" x 30"	24.25	28.50	46.00				
24" x 36"	29.10	34.20	55.20				
30" x 30"	30.31	35.63	57.50				
36" x 12"	14.55	17.10	27.60				
36" x 36"	43.66	51.30	82.80				
48" x 24"	39.00	46.40	74.40				
48" x 48"	72.60	91.20	147.20				
67) Water on Bridge							
30" x 30"	30.31	35.63	57.50	NO		BID	
48" x 48"	72.60	91.20	147.20	NO		BID	
68) Yield Sign							
30" x 30" x 30"	13.49	16.32	41.00	NO		BID	
36" x 36" x 36"	19.10	21.37	48.00	NO		BID	
69) Y Intersection							
30" x 30"	30.31	35.63	57.50	NO		BID	
70) Your Trash Must Be Secure At All Times							
18" x 24"	14.55	17.10	27.60	NO		BID	

OPENED
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Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective EG	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
71) 3" Center Pavement Reflectors-(ceramic)							
Amber	NO			BID			
Clear							
Red or white							
72) 4" Center Pavement Reflectors-(ceramic)							
Amber	3.95						
Clear	3.95						
Red or white	4.50						
73) Brackets & Caps							
Aluminum Brackets for 6" & 9"							
Cross Brackets	3.79			2"			
				3"			
Round Post Bracket	3.99			2" 3.99			
				3" 5.25			
U Post Brackets	3.99			2" 3.99			
				3" 5.25			
90° Bracket for 4 Way Assembly (all types& size post & sign height)							
45° / 180° Bracket for 4 Way Assembly (all types & size post & sign height)							
Post Cap for U Channel Posts	3.99						
Post Cap for 2" & 3" Posts	2" - 3.99	3" - 5.25					
Post Cap - 1 3/4 Sq Post for Flat Assy	4.90						
3" Post Caps (standard 3" pipe)	5.25						
Post Dome caps (standard 3" pipe)	5.25						
Wing Bracket -All Sign Plates	NO	BID					
Standard 16" Wing Bracket	NO		BID				
Heavy Duty 24" Wing Bracket	NO		BID				
74) Barricades							

A-Frame 30" Tall x 6' Wide -All Plastic Frame (single or double faced) Non-Fillable	S/F	D/F	S/F	D/F	S/F	D/F
	45.00	52.00	55.00	62.00	NO	BID

OPENED
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1-12-2011
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Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective EG	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
8' Type III Orange or Red/White Type A & C (double faced)	175.00	195.00	NO BID				
Type III -Barricades - 10' (double faced-sheeting 1 or 2 sides)	195.00	225.00	↓				
Barricade Marker 24" x 24"	NO	BID					
Barricade Flasher Lights	17.00						
Barricade Lights	17.00						
75) Panels							
96" x 8" Reflective 1" Thick Orange/White	25.00	35.00	NO BID				
76) Type I and III				Type 1 / Type III			
End of Road				8' 195.00 10' 225.00 12' 255.00			
77) Barrel Tape (white, red or yellow)							
2" x 50 Yards	26.00	52.00	NO BID				
4" x 50 Yards	52.00	104.00	↓				
6" x 50 Yards	78.00	156.00					
78) Barricade Tape							
Reflective, General Purpose Tape -Red, White, Yellow (Rolls)				1" x 30" yd. 2" x 30" yd. NO BID 3" x 30" yd			
79) Type A & C Orange Left/Right-Type 111							
8" x 50 yd.	105.00	205.00	NO BID				
8" x 100 yd.	210.00	410.00	NO BID				
80) Flexible Road Marker							
62" White Road Marker w/ Wt. Reflector Sheeting 3M	13.95	14.95	16.95				
62" White Road Marker w/ Yellow Reflector Sheeting 3M	13.95	14.95	16.95				
Jiggle Bars 6" x 34"	NO	BID					
81) Barrier Fence & Tape							
Temporary Barrier Fence	NO BID						
Temporary Barrier Fencing Roll 4'X100'	55.00						

OPENED
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Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective EG	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Quick Fence Safety System	NO	BID					
Industrial Grade Mil Barrier Tape							
82) Cones (Traffic)							
18" Plain, Bright Orange Top, Black Base	5.60						
28" Plain, Bright Orange Top, Black Base	7.95						
36" Plain, Bright Orange Top, Black Base	12.80						
28" Orange/Red Glow 7#	NO BID						
28" With Reflective Collars 7#	13.95						
11 ½" x 16" Decals	12.00						
Chevrons 18" x 24"	21.00						
83) Double Arrow							
48" x 24" Yellow Reflective Aluminum Rectangle							
Municipal Emblems (Pressure Sensitive)	NO BID						
84) Object Markers Reflective							
6" x 24"	11.00	15.00	25.00				
10" x 30"	14.10	17.10	27.60				
12" x 36"	14.10	17.10	27.60				
6' Delineator Posts (Flexible) 1.12#	7.60						
Plastic Delineators (Stand Alone) NOA	NO BID						
6" x 12" Bridge Markers	3.95	5.95	10.95				
End of Roadway Markers / Button Delineators 18" x 18"	23.00	35.00	60.00				
Round Plastic Reflector - Red 3"	.75						
Round Plastic Reflectors Amber 3"	.75						
Rectangular Reflectors 3" x 8" Type A & C	3.95	5.95	10.95				
85) Safety Flags							

OPENED
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1-12-2011
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Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective EG	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Fluorescent w/ Stiffener 16" x 16"	NO	BID					
18" x 18" NR	3.95						
24" Safety Flags							
86) Folding Signs							
24" x 24" Binder Signs (Folding Signs)	NO	BID					
Portable Stands (3 & 4 Legs) Quadra Flex 36" Stand	↓	↓					
8" x 10" Upright Sign Post	↓						
Quad Stands for Roll Up Mesh Sign		135.00					
30" x 30" Roll Up Mesh Stop/ Slow Paddle (Folding Signs)		140.00					
87) Stub Post							
Tubular Post 8' 16g	13.44						
Tubular Post 10' 16g	16.85						
Tubular Post 12' 16g	20.19						
Square. Post 1.75 x 14g							
88) Sign Assembly Hardware							
Locknuts	.10						
Anti-Theft Bolts	.65						
5/16 Bolts 21/2" x 3"	.45						
1/4 Bolts 2"	.35						
1/4" Screws for Brackets (Blade Holders)	.20						
Screw Set (vandal proof)	.39						
89) U Channel							
12' x 3" Heavy Gauge (Green) 2#/LF	18.59						
U Shape Galvanized				10 ft. 18.58 12 Ft. 22.30			
Safety Splice U Channel Sign Post System	12.00						
90) Dome Drums							
Super Dome Drums TOP only	40.00	45.00	No Bid				

OPENED
9:49
1-12-2011
Witnessed

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective EG	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Molded Rubber Base 40#	35.00						
Blue Net Sheeting 15"	NO	BID					
4" Transfer Tape	16.00						
91) Speed Bumps							
6' Speed Bump (Plastic)	125.00						
9' Speed Bump (Plastic)	205.00						
6' Speed Bump – Yellow & Black (plastic)	255.00						
92) EPOXY							
1 gal. Epoxy Kit	95.00						
5 gal. Epoxy Kit	425.00						
Epoxy Pads #10314 Aluminum	.95						
Epoxy Quick Sticks 8"x5"	5.00						
93) MISC.							
Slow Moving Vehicle - 040 Aluminum	25.00	30.00					
Slow Moving Vehicle - Decal (Triangle)	25.00	30.00					
Keep Back 500 Feet 33" x 3" Reflective	NO	BID					
Tape Caution Buried Electrical Lines	NO	BID					
8' x 4' MDO Specialty Sign	160.00	224	352.00				
6" x 50 yds Roll of Engineer Grade Vinyl	78.00						
6" x 50 yds Roll of High Intensity Prismatic	150.00						
Post Driver MANUAL	395.00						
18" Double Faced Hand Paddles	30.00	45.00	NO BID				

OPENED
9:49
1-12-2011
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Estimated Delivery Time for Standard (In-Stock) signs: 3-5 Days

Estimated Delivery Time for Non-Standard (Not-In Stock) - Small orders: 14-21 Days Large orders: 21-28 Days

PATHMARK TRAFFIC PRODUCTS
AWARDED ITEMS

Category A-New

		Reflect	Hi-Intens	Grade-D
14) Roll Up Mesh	36"x36"	33.75		
	48"x48"	42.00		
15) Const. Zone Signs	24"x12"			14.10
		SF/DF	SF/DF	SF/DF
16) Custon Message	18"x24"			/31.00
	36"x36"		/64.00	/100.00
21) Flour. Yell/Green	48"x48"	77.60	91.00	
23) Handicap Unlimited	12"x9"			6.29
	12"x24"			14.10
25) Handicap Stencil	44"x38"	110.00		
28) Interlocal sign-1 side	4"x8"	160.00		288.00
2 side	4"x8"	215.00		
39) Pavement Ends	30"x30"			36.80
49) Signs & Blanks	6"x18"	2.96		
	6"x24"	3.98		
	6"x30"	4.98		
	6"x36"	5.98		
	30"x30"	17.30		
		SF/DF	SF/DF	SF/DF
54) Specialities Signs	36"x36"	/43.00	/55.00	/89.00
	48"x24"	/48.00	/60.60	/100.00
	48"x48"	77.60/89.60	91.20/105.00	147.20/187.00
	4'x8'	160.00/190.00	192.00/250.00	294.00/395.00
57) Stop Signs	30"x30"	36.46	41.63	
	48"x48"	65.00	74.00	137.60
59) Str Names (legend 1-2 sides)				
	6"x18"	5.35/7.67	6.99/8.99	8.60/13.85
	6"x24"	7.13/10.22	8.21/11.98	11.46/18.46
	6"x30"	8.91/12.78	10.27/14.98	14.33/23.08
	6"x36"		12.32/17.98	17.20/27.69

CATEGORY C-NO BIDS

Category B- Accessories

58) Stop Stencil				25.00
36"x36"				75.00
73) Brackets & Caps				
Cross Brackets 3"				3.78
Round Post Bracket 3"				5.25
U Post Brackets 3"				5.25
	Reflect.	Hi-Intens	D-Grade	
74) Barricades				
A frame 30"ht/6' w	SF or DF	SF or DF	SF or DF	
plastic frame	45.00/52.00	55.00/62.00		
8' Type III Orange / Red/white	DF	DF		
sheeting Type A & C	175.00	195.00		
10' Type III Barricade	DF	DF		
sheeting 1 or 2 sides	195.00	225.00		
75) Panels				
96 x 8 Reflect 1" thick	25.00	35.00		
orange/white				
77) Barrel Tape white				
red/yellow				
2"x50 yds	26.00	52.00		
4"x50 yds	52.00	104.00		
6"x50 yds	78.00	156.00		
79) Type A & C Orange				
Left-Right Type III				
8"x50 yd	105.00	205.00		
8"x100 yd	210.00	410.00		
82) Cones (Traffic)				
36" Plain Bright				12.80
orange top/blk base				
Chevrons 18"x24"				21.00
84) Object Markers				
6" Delineator Posts flex				7.60
Rectanglular Reflec.	3.95			
3"x8" Type A & C				
85) Safety Flags				
Fluor. w/ stiffener				3.95 n/r
18"x18"				
86) Folding signs				
Quad stands for roll				
up Mesh sign		135.00		
87) Stub Post				
Tubular Post 8"			16g	13.46
Tubular Post 10"			16g	16.85
Tubular Post 12"			16g	20.19
88) Sign Assy Hardware				
Locknuts				0.10
1/4" Bolts 2"				0.35
1/4 " screws -bracket				0.20
(blade holders)				
Screw set vandle proof				0.39
89) U Channel				
12"x3" hvy gauge-green			2#/LF	18.59
U shape galvanized 10'				18.58
12'				22.30
Safety splice U channel				12.00
Sign Post system				
90) Dome Drums				
Super dome drums	40.00 top			
Molded rubber base			40#	35.00
92) Epoxy				
1 Gal. Epoxy kit				95.00
5 Gal. Epoxy kit				425.00
Epoxy Pads			8"x8"	0.95
Epoxy Quick Sticks				5.00
93) Misc.				
8'x4' MDO Specialty	160.00			
sign				
6"x50 yds roll-EG vinyl				78.00
6"x50 yds roll-HIP vinyl				150.00

EXHIBIT "C"
INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/07/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Glenn Wier
2575 S. IH 35, Suite 101
San Marcos, TX 78666

CONTACT NAME: Glenn Wier
PHONE (A/C, No, Ext): 512-392-6601 FAX (A/C, No): 512-396-4404
E-MAIL ADDRESS: glenn.wier.gyy4@statefarm.com
PRODUCER CUSTOMER ID #:

INSURED
Pathmark Traffic Products of Texas, Inc
PO Box 1066
San Marcos, TX 78667

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B : State Farm Fire and Casualty Company	25143
INSURER C : State Farm Lloyds	43419
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	[ ] CLAIMS-MADE [X] OCCUR	Y	Y	90-KE-6784-0	10/18/2010	10/18/2011	MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC							$
A	AUTOMOBILE LIABILITY			033-3662-C13-53	03/07/2011	09/13/2011	COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO	Y	Y	069-6881-B19-53	02/13/2011	08/13/2011	BODILY INJURY (Per person)	$ 500,000
	[X] ALL OWNED AUTOS			124-7200-F28-53	12/28/2010	06/28/2011	BODILY INJURY (Per accident)	$ 500,000
	[ ] SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$ 100,000
	[ ] HIRED AUTOS							$
	[ ] NON-OWNED AUTOS							$
B	[X] UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB [ ] CLAIMS-MADE			90-LS-4570-9	09/14/2010	09/14/2011	AGGREGATE	$ 1,000,000
	[ ] DEDUCTIBLE							$
	[ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N]	N/A	Y	90-BF-F083-5	09/01/2010	09/01/2011	E.L. EACH ACCIDENT	$ 500,000
	(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
		[ ]	[ ]					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
4435 Hunter Rd San Marcos, TX 78666
The City of Austin is an Additional Insured on the General Liability and the Auto Liability. A Wavier of Subrogation is issued in favor of the City of Austin for General Liability, Auto Liability and Workers Compensation policies.

CERTIFICATE HOLDER
Hidalgo County
Attn: Sandy Suarez
2802 South Bus. Hwy 281
Edinburg, TX 78539

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Glenn Wier

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Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1100-419-40-220-001-0-613	FACILITIES MGMT-SAFETY SUPPLIES	7,500.00	359.02	36.46	36.46	7,104.52	5.27
1-1100-419-40-220-001-0-631	FACILITIES MGMT-BOTTLED WATER	2,000.00	391.85	274.25	274.25	1,333.90	33.31
1-1100-419-40-220-001-0-679	FACILITIES MGMT-OTHER R&M SUPPLIES	20,000.00	3,755.72	2,359.32	2,359.32	13,884.96	30.58
1-1100-421-00-280-001-0-613	SHERIFF-SAFETY SUPPLIES	12,000.00	1,392.00	2,448.00	2,448.00	8,160.00	32.00
1-1100-421-00-280-001-0-631	SHERIFF-BOTTLED WATER	4,000.00	1,413.95	586.05	586.05	2,000.00	50.00
1-1100-421-00-280-001-0-679	SHERIFF-OTHER R&M SUPPLIES	7,000.00	394.40	1,670.10	1,670.10	4,935.50	29.49
1-1100-423-21-280-002-0-613	JAIL-SAFETY SUPPLIES	1,500.00	984.00	.00	.00	516.00	65.60
1-1100-423-21-280-002-0-631	JAIL-BOTTLED WATER	8,500.00	2,740.00	1,260.00	1,260.00	4,500.00	47.06
1-1100-423-21-280-002-0-679	JAIL-OTHER R&M SUPPLIES	7,000.00	.00	203.56	203.56	6,796.44	2.91
1-1100-432-00-121-001-0-613	PCT1 SANITATION-SAFETY SUPPLIES	4,000.00	166.50	103.60	103.60	3,729.90	6.75
1-1100-432-00-121-001-0-631	PCT1 SANITATION-BOTTLED WATER	6,500.00	2,574.30	463.05	463.05	3,462.65	46.73
1-1100-432-00-121-001-0-679	PCT1 SANITATION-OTHER R&M SUPPLIES	7,000.00	346.85	1,141.25	1,141.25	5,511.90	21.26
1-1100-432-00-122-001-0-613	PCT2 SANITATION-SAFETY SUPPLIES	100.00	.00	.00	.00	100.00	.00
1-1100-432-00-123-001-0-613	PCT3 SANITATION-SAFETY SUPPLIES	2,000.00	500.60	288.16	288.16	1,211.24	39.44
1-1100-432-00-123-001-0-631	PCT3 SANITATION-BOTTLED WATER	1,200.00	451.60	119.70	119.70	628.70	47.61
1-1100-432-00-123-001-0-679	PCT3 SANITATION-OTHER R&M SUPPLIES	5,125.00	323.61	1,105.49	1,105.49	3,695.90	27.88
1-1100-432-00-124-001-0-613	PCT4 SANITATION-SAFETY SUPPLIES	500.00	.00	.00	.00	500.00	.00
1-1100-432-00-124-001-0-631	PCT4 SANITATION-BOTTLED WATER	300.00	106.20	43.80	43.80	150.00	50.00
1-1100-452-00-121-013-0-613	PCT1 PARKS-SAFETY SUPPLIES	3,000.00	459.00	325.20	325.20	2,215.80	26.14
1-1100-452-00-121-013-0-631	PCT1 PARKS-BOTTLED WATER	1,750.00	322.35	47.25	47.25	1,380.40	21.12
1-1100-452-00-121-013-0-679	PCT1 PARKS-OTHER R&M SUPPLIES	12,000.00	7,531.02	1,583.53	1,583.53	2,885.45	75.95
1-1100-452-00-122-008-0-613	PCT2 PARKS-SAFETY SUPPLIES	1,500.00	.00	.00	.00	1,500.00	.00
1-1100-452-00-122-008-0-679	PCT2 PARKS-OTHER R&M SUPPLIES	10,000.00	583.98	304.15	304.15	9,111.87	8.88
1-1100-452-00-123-008-0-613	PCT3 PARKS-SAFETY SUPPLIES	1,000.00	362.04	.00	.00	637.96	36.20
1-1100-452-00-123-008-0-631	PCT3 PARKS-BOTTLED WATER	500.00	124.80	25.20	25.20	350.00	30.00
1-1100-452-00-123-008-0-679	PCT3 PARKS-OTHER R&M SUPPLIES	6,050.00	1,122.33	1,506.84	1,506.84	3,420.83	43.46
1-1100-452-00-124-009-0-613	PCT4 PARKS-SAFETY SUPPLIES	500.00	.00	.00	.00	500.00	.00
1-1100-466-00-121-050-0-613	PCT1 CRC-SAFETY SUPPLIES	1,000.00	.00	.00	.00	1,000.00	.00
1-1100-466-00-121-050-0-679	PCT1 CRC-OTHER R&M SUPPLIES	250.00	.00	.00	.00	250.00	.00
1-1100-466-00-122-018-0-613	PCT2 CRC-SAFETY SUPPLIES	100.00	.00	.00	.00	100.00	.00
1-1100-466-00-122-018-0-631	PCT2 CRC-BOTTLED WATER	300.00	246.85	3.15	3.15	50.00	83.33
1-1100-466-00-122-018-0-679	PCT2 CRC-OTHER R&M SUPPLIES	285.00	.00	.00	.00	285.00	.00
1-1100-466-00-122-082-0-613	PCT2 CRC (S.TOWER)-SAFETY SUPPLIES	125.00	.00	28.02	28.02	96.98	22.42
1-1100-466-00-122-082-0-631	PCT2 CRC (S.TOWER)-BOTTLED WATER	250.00	218.50	31.50	31.50	.00	100.00
1-1100-466-00-122-082-0-679	PCT2 CRC (S.TOWER)-OTHER R&M SUPPLIES	285.00	38.94	38.85	38.85	207.21	27.29

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1200-431-00-121-004-0-613	PCT1 RD ADM-SAFETY SUPPLIES	150.00	.00	.00	.00	150.00	.00
1-1200-431-00-121-004-0-631	PCT1 RD ADM-BOTTLED WATER	2,265.80	1,205.15	182.70	182.70	877.95	61.25
1-1200-431-00-121-004-0-679	PCT1 RD ADM-OTHER R&M SUPPLIES	2,428.48	1,055.04	43.15	43.15	1,330.29	45.22
1-1200-431-00-121-005-0-613	PCT1 P/U RD-SAFETY SUPPLIES	26,615.85	3,050.17	3,845.26	3,845.26	19,720.42	25.91
1-1200-431-00-121-005-0-631	PCT1 P/U RD-BOTTLED WATER	1,500.00	850.00	.00	.00	650.00	56.67
1-1200-431-00-121-005-0-679	PCT1 P/U RD-OTHER R&M SUPPLIES	30,052.30	1,988.66	6,992.42	6,992.42	21,071.22	29.88
1-1200-431-00-122-004-0-613	CO SHOP-SAFETY SUPPLIES	400.00	.00	.00	.00	400.00	.00
1-1200-431-00-122-004-0-679	CO SHOP-OTHER R&M SUPPLIES	4,000.00	590.68	526.00	526.00	2,883.32	27.92
1-1200-431-00-122-005-0-613	PCT2 RD ADM-SAFETY SUPPLIES	250.00	103.46	.00	.00	146.54	41.38
1-1200-431-00-122-005-0-631	PCT2 RD ADM-BOTTLED WATER	600.00	352.35	121.65	121.65	126.00	79.00
1-1200-431-00-122-005-0-679	PCT2 RD ADM-OTHER R&M SUPPLIES	300.00	.00	149.56	149.56	150.44	49.85
1-1200-431-00-122-006-0-613	PCT2 P/U RD-SAFETY SUPPLIES	3,500.00	.00	.00	.00	3,500.00	.00
1-1200-431-00-122-006-0-679	PCT2 P/U RD-OTHER R&M SUPPLIES	20,000.00	1,077.17	2,070.59	2,070.59	16,852.24	15.74
1-1200-431-00-123-005-0-613	PCT3 P/U RD-SAFETY SUPPLIES	8,016.99	803.48	1,020.18	1,020.18	6,193.33	22.75
1-1200-431-00-123-005-0-679	PCT3 P/U RD-OTHER R&M SUPPLIES	20,262.31	13,017.39	6,361.83	6,361.83	883.09	95.64
1-1200-431-00-124-005-0-631	PCT4 RD ADM-BOTTLED WATER	607.85	252.80	47.20	47.20	307.85	49.35
1-1200-431-00-124-007-0-613	PCT4 P/U RD-SAFETY SUPPLIES	60,808.07	9,242.92	23,264.96	23,264.96	28,300.19	53.46
1-1200-431-00-124-007-0-631	PCT4 P/U RD-BOTTLED WATER	643.50	121.25	78.75	78.75	443.50	31.08
1-1200-431-00-124-007-0-679	PCT4 P/U RD-OTHER R&M SUPPLIES	25,822.77	9,324.71	11,931.60	11,931.60	4,566.46	82.32
1-1284-421-00-280-049-2-613	STONEGARDEN (HIDALGO)-SAFETY SUPPLIES	3,325.00	.00	.00	.00	3,325.00	.00
1-1284-421-00-280-052-2-613	STONEGARDEN (ALTON)-SAFETY SUPPLIES	2,665.00	.00	.00	.00	2,665.00	.00
1-1284-423-00-280-042-0-679	SCAAP-OTHER R&M SUPPLIES	1,200.00	1,110.00	.00	.00	90.00	92.50

AI-25797 **19.10.**

Award/Welding Supplies and Other Misc. Items

CC REGULAR

Date:	03/28/2011
Submitted By:	Sandy Suarez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Recommending award of bid and approval of contract to sole bidder meeting all specifications/requirements as attached hereto for Hidalgo County-"Welding Supplies and Other Misc. Items" RFB No.: 2011-028a-02-02-SGS.

BACKGROUND

Current contract will expire on April 29, 2011
New contract to commence on April 30, 2011
Recommended sole bidder: Weldinghouse., Inc.
Contract Document was reviewed and approved by Legal counsel as to form.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** various

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

BUDGETARY IMPACT:

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

Attachments

Link: Contract
Link: Award Packet
Link: Notice of Transfer-Pct 3
Link: Comparison sheet
Link: exp report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/23/2011 10:05 AM	APRV
2	Budget & Management	Erika Zamora	03/23/2011 11:50 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	03/24/2011 09:18 AM	APRV
4	Auditor's Office	Linda Fong	03/24/2011 03:13 PM	APRV
Form Started By: Sandy Suarez			Started On: 03/16/2011 10:39 AM	

REQUIREMENTS AGREEMENT
C-11-028A-03-29

THIS AGREEMENT (the "Agreement") is entered into effective as of the 29th day of March, **2011** by and between **Weldinghouse, Inc.** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the **"Welding Supplies and Other Misc. Items",** (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 **one (1) year** 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 **one (1) year, with the County's option to extend/renew for an additional one (1) year term.** Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **April 30, 2011** and expire on **April 29, 2012** 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
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Seller: **Weldinghouse, Inc.**
301 N. McColl, Suite B
McAllen, Texas 78501

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

f. **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 insurance in force on all persons and vehicles connected with providing products and or services under this Contract naming County as additional insured, and shall furnish to County certificates of such insurances 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

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY: Weldinghouse, Inc.
By:_____
Printed Name:_____
Title:_____

Approved By Commissioners Court:_____

APPROVED AS TO FORM:
Atlas & Hall, LLP

_____
Stephen L. Crain

EXHIBIT "A"
REQUEST FOR BIDS (RFB)PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

January 18, 2011

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids -**" Welding Supplies and Other Items"**
Bid No: 2011-028a-02-02-SGS

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

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

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

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

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

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY
"WELDING SUPPLIES AND OTHER MISC. ITEMS"
BID NO.: 2011-028a-02-02-SGS

1. **Request For Bid Letter, consisting of _1_ page.**
2. **Request for Bid, Legal Notice, consisting of_8_pages.**
3. **Exhibit "A" Specifications consisting of _7_ pages**
4. **Exhibit "B" Bid Page consisting of__4__ pages.**
5. **Exhibit "C" Insurance Requirements consisting of __4__ pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of _1__page.**
7. **Vendor/Bidder Application and W-9 form consisting of__6_ pages.**
8. **Draft Requirements Agreement consisting of __8__ pages.**
9. **Certification Regarding Debarment consists of _1__page.**

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

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

01/18/11
Date

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

BID: 2011-028a-02-02-SGS	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 Ext. 4860

REQUEST FOR BIDS

HIDALGO COUNTY
(ALL FUNDING SOURCES)
" WELDING SUPPLIES AND OTHER MISC. ITEMS"

BID OPENING DATE:
FEBRUARY 02, 2011

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Bus Hwy 281 New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY (All Funding Sources) "WELDING SUPPLIES AND OTHER MISC, ITEMS"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3)** copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2011-028a-02-02-SGS- HIDALGO COUNTY(All Funding Sources)-"WELDING SUPPLIES AND OTHER MISC. ITEMS"** and in County's Purchasing Department, 2812 S. Business Highway 281, Edinburg, Texas, **on or before 9:30 A.M., Wednesday, February 02, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2011-028a-02-02-SGS.** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

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

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models

of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

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

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

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

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

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

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

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

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

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

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY(All Funding Sources) "WELDING SUPPLIES AND OTHER MISC. ITEMS"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 South Highway 281
Edinburg, Texas 78539
(956) 318-2511

17. **SCHEDULE OF EVENTS:**

Bid Opening, 9:30 AM	**February 02 , 2011**
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

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

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

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

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

19. **ETHICAL STANDARDS:**

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

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

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

20. **DISCLOSURE OF CONFLICT OF INTEREST:**

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

Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

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

22. Bids, and all goods and services provided 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 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
(All Funding Sources)
"WELDING SUPPLIES
AND OTHER MISC. ITEMS"
BID NO.: 2011-028a-02-02-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S Business Hwy 281 -New Administration Building
Edinburg, Texas 78539

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

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

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIRMENTS

HIDALGO COUNTY

(All Funding Sources)

REQUEST FOR BIDS

" WELDING SUPPLIES AND OTHER MISC. ITEMS"

RFB: 2011-028a-02-02-SGS

Exhibit "A"
HIDALGO COUNTY
(All Funding Sources)
"Welding Supplies and Other Misc. Items"
BID NO.: 2011-028a-02-02-SGS

SPECIFICATIONS

Hidalgo County is seeking to enter into a Welding Supplies and Other Misc. Items contract with qualified participates. Sealed Bids will be received for the following ***"Welding Supplies and Other Misc. Items"*** on an "**As Needed Basis"**

It is intended that the amount of **Industrial welding supplies and other misc. items** will be on an "**as needed basis**" by Hidalgo County. It shall be agreed & understood that Hidalgo County will purchase no more supplies/material than is needed. All costs are to be net F.O.B., County Prepaid.

WELDING SUPPLIES AND MISC. ITEMS:

The following welding supplies/material **will be awarded to the lowest bidder(s)**. **(Enter Bid amounts on Exhibit "B"-Bid Page)**

*The following materials/items listed will be on an **"As Needed Basis"** only.
WELDING SUPPLIES** ***(No items are specific name brands)***

	SIZE	CASE/UNITS
1. Metal welding **Rods** (different gauges) 1a. Stainless steel welding **Rods** (different gauges)	7018 1/8	50 LBS
	7018 5/32	50 LBS
	6011 1/8	50 LBS
	6011 5/32	50 LBS
	6011 3/32	50 LBS
2. Rod keeper (storage system) Electrode oven 120 v		10-50 LBS
3. Aluminum welding **Rods** (different gauges)	#35 1/8	5 LBS
4. Cast Iron **Rods** 99 % Cast	#35 5/32	5 LBS
	#460 1/8	10 LBS
5. Torch RD-45	1/8 Steel	1 LB
	3/32	1 LB
6. Alloy 144 Brass Electrode	1/8	1 LB
	5/32	1 LB
7. Torch Brass	1/8	1 LB
	5/32	1 LB
	CYLINDER SIZE	
8. Oxygen (for welding gas)	21 Series	
	80 Series	
	100 Series	
	125 Series	
	200 Series	

Exhibit "A"
HIDALGO COUNTY
(All Funding Sources)
"Welding Supplies and Other Misc. Items"
BID NO.: 2011-028a-02-02-SGS

9. Acetylene, (for welding gas)			# 3 # 4 MC 100 Series
10. Nitrogen (for welding gas)			19 Series & 40 series
11. Argon CO2 75%-25% Mig welder-mild steel			20,40,80,100,125,200 ,300 series
12. Welding Goggles standard (square frame, flip lens preferred)			
13. Leather Welding Gloves (standard) all sizes s,m,l -4x (Mig Leather & Tig leather)			
14. Welding Helmets (2" with flip lens preferred)			
15. Jackson HSL1 Apprentice Quick Chance Hood			
16. Leather Jackets for Welders (complete)			Small Medium Large
17. Doo- Rag Flame Retardant Cap and/or Beanies			
18. Welding Blanket Coated Fiberglass and Acrylic Coated			30 oz.
19. Bib Apron Leather 36" – 48"			
20. Lens Clear Huntsman "Nitro" Auto Darkening Inner Replacement			1-13/16" x 4-1/16"
21. Torch Lighters (3 way)			
22. Torch Tips	Medium Torch 100 Series	**Tip Type 0-3-101**	**Size**
		Cutting Tip Org. Victor	0-3-101 Victor
		Welding Tip Victor 2 or equivalent to	#0-W-1 #1-W-1 #2-W-1 #3-W-1
		Heating	Rosebud Victor 8 or equivalent to
	Large Torch 300 Series	**Tip Type 0-1-101**	**Size**
		Cutting Tip Org. Victor	0-1-101 Victor
		Welding Tip Victor 2 or equivalent to	#0-W #1-W #2-W #3-W
		Heating	Rosebud Victor 8 or equivalent to
23. Torch Gauges-Replacement Gauges for regulators Are preferred: a) Victor b) Victor CSR150CR		a) Victor	1 ½" gauge 2" gauge 2 ½" gauge
		b)Victor CSR150CR	1 ½" gauge 2" gauge 2 ½" gauge

Exhibit "A"
HIDALGO COUNTY
(All Funding Sources)
"Welding Supplies and Other Misc. Items"
BID NO.: 2011-028a-02-02-SGS

24. Torch Hoses "R" & "T" (both)		**Size**
		25 ft x ¼
		50 ft x ¼
		100 ft x ¼
25. Torches Complete Kit is preferred with handle and cutting attachments		Medium 100 Series
		Large 300 Series
26. Rental of Cylinder (as needed)	**Gas**	**Tank Size**
	Oxygen	80 Series
		100 Series
		200 Series
	Acetylene	100 Series
27. No. 1 Cable (by feet) AWG copper		2, 4 -1/0,2/0, 3/0 & 4/0
28. Tip cleaner- Standard		
29. Flat Soap Stone-Standard Square		
30. Soap Stone Holder		
31. Safety Glasses High Impact Proctor Z94.3		Dark
		Clear
32.Cutting Dark Goggles		
33. Welding cable liners-. (for Millermatic 135) . 030 OME Miller or equivalent to –Profax 19411		
34. Nozzle tip protector-slip on type (for Millermatic 135)		
35. Welder Tips- (for Millermatic 135) contact tip .030 & .035		
36. Welding Wire- Spools (Flux Coated) .030 1 -1b-10 lb no shield gas		
37. Grinding Disc-Screw On - 4.1/2 x ¼ x 5/8-11		
38. Sanding Disc- Screw On – 4.1/2 x1/4 x 5/8 -11 (Med. Coarse grid) Zircowia flap disc- hub style Z-40 grit, z-60 grit, Z-80 grit & z-100 grit		
39. Chop Saw Blades – 14 x 3/32 x 1		
40. Strikers 1 & 3 flint strikers		
41. Flints 1 & 3 flint replacement sets		
42. Spring Handle Cross Chisel & Pick Hammer		
43. Headgear w/ clr visor (CEPMPH-CL) & dark shade #5		
44. Maximum Hazardous Material Fee		
45. Plastic Rod Canister (Rod Guards) 14" water tight-standard & 36" watertight-Tig brazing rods		
46. Flash back Arrestors		
47. Electrodes Holder		
48. Ground Clamp		
49. Cable connectors- male & female		
50. Ball point lugs		
51. Female Terminals		
52.Leather Sleeve protectors		

Exhibit "A"
HIDALGO COUNTY
(All Funding Sources)
"Welding Supplies and Other Misc. Items"
BID NO.: 2011-028a-02-02-SGS

53. Quick Connect sets
54. Welding Cable Liners (Millermatic 135) .035
55. Welding Tips-(Millermatic 135) Contact tip .035
56. Adaptor for Flux Core welding gun
57. Nozzle tip for shield gas for mig welding gun
58. Tungsten tip for Tig – Pure tungsten - sizes - 1/16, 3/32, 1/8 & 2% Thoriated - sizes - 1/16, 3/32, 1/8
59. Flux Cored welding wire-used with Shielding gas .030 .035
60. Flux Cored welding wire- self shielded wire .030. 035
61. Flux coated (ET-IT-GS) mild steel .035
62. Carbon Steel-(70S-6) mild steel .030 & .035
63.Stainless Steel (ER 308LSI) 1 lb .030- .035
64. Grinding Disc with hub size: 7 1/4x5/8-11 large
65. Wire cup brush 2 ¾ x 5/8-11
66. Standard Twist wire wheel 4" x 5/8-11
67. Stringer Bead knot wheel 6"x 5/8-11
68. Shaft Knot wheel brush 3" x 1/4
69. Flow gauge for CO2 Argon for Mig & Tig welding
70. High Purity Regulator for Nitrogen
71. Brazing Alloy Safety Silv- 15, 45 & 56
72. Mig Welding Machine 120 volt, 180 volt , 208 volt – 240 volt single face & triple face
73. Welding Screens 75"w x 5'h
74. Replacement Mig gun (millermatic 135)
75. Replacement parts for Miller , Millermatic 135 , Lincoln welder &- Miller Arc welder: Cord, Spool sprocket & electrical components OEM parts
76. Auto Dark welding helmet multi shade 10-12 Large mask lens for Mig & Tig welding
77. Tig Weld Rods 30"- 36" (mild steel) ER-70S 6 1/16 – 3/32 – 1/8 – 5/32
78. Stainless steel ER-308-L 1/16 – 3/32 – 1/8 – 5/32
79. Aluminum ER-4043 1/16 – 3/32 – 1/8 – 5/32
80. Aluminum ER-5356 1/16 – 3/32 – 1/8 – 5/32
81. Mild Steel ER-80S6 1/16 – 3/32 – 1/8 – 5/32
82. Tri-Gas Argon-CO2-Helium 7.5%-2.5-90% for stainless steel - All Sizes
83. Aluminum - ER 4043- 1lb -1 .030 & .035 & ER 4356 – 1-1b .030 & .035
84. Hand Held wire brush – mild & stainless steel
85. Refill of Gas - Co. owned cylinders-– Argon CO2- Tri-gas-Nitrogen all series

BID REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

1. After bid is awarded and low bidder(s) default(s) in meeting the terms and conditions of this bid and/or comply with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

2. It is expressly understood and agreed that in case Hidalgo County should need "Industrial Welding Services and/or Welding Supplies" not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items or request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

3. Continuing non-performance of the bidder(s) in terms of specifications shall be basis for termination of contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Bidder(s) will be given a reasonable opportunity before

termination to correct the deficiencies.

4. In the event the material furnished does not meet all the above requirements (regardless of weather, tests acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.

5. Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict theses bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

6. Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the lowest, best, and most advantageous to the County, including compliance to the bid specifications.

7. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

8. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.

9. Hidalgo County shall award the bid on a **LUMP SUM BASIS to ONE VENDOR** and/or **ITEM BY ITEM BASIS** and/or to **MULTIPLE** bidders, whichever is in the best interest of the County.

10. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

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

12. The contract will be in effect for a period **of one (1) year** with the County's sole discretion to extend for a one (1) additional year under the same rates, terms and conditions.

13. Hidalgo County reserves the right to continue this bid for an additional (60) sixty day Grace Period at the end of the contract term due to unforeseen delay of award for the next contract term.

14. Insurance Certificates as per Exhibit "C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).

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 suppliers 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 suppliers 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. Time frame for Adjusted Price Increases: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

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

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

ADDITIONAL INFORMATION

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

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, **WEDNESDAY, JANUARY 26, 2011, 5:00 P.M**. Responses will be sent to all applicants via facsimile by no later than, **5:00 P.M.**, FRIDAY, **JANUARY 28, 2011.**

EXHIBIT "B"

Bid Page

HIDALGO COUNTY

(All Funding Sources)

REQUEST FOR BID

" WELDING SUPPLIES AND OTHER MISC. ITEMS"

RFB: 2011-028a-02-02-SGS

Exhibit "B"

HIDALGO COUNTY (All Funding Sources)
"WELDING SUPPLIES AND OTHER MISC. ITEMS"
BID NO.: 2011-028a-02-02-SGS

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable
INCOMPLETE submittals shall be considered a probable cause for disqualification.

	SIZE		CASE/UNITS	BID PRICE
1. Metal welding **Rods** (different gauges) 1a Stainless steal welding **Rods** (different gauges)	7018	1/8	50 LBS	
	7018	5/32	50 LBS	
	6011	1/8	50 LBS	
	6011	5/32	50 LBS	
	6011	3/32	50 LBS	
2. Rod keeper (storage system) - Electrode oven 120v			10-50 LBS	
3. Aluminum welding **Rods** (different gauges)	#35	1/8	5 LBS	
4. Cast Iron **Rods** 99 % Cast	#35	5/32	5 LBS	
	#460	1/8	10 LBS	
5. Torch RD-45	1/8 Steel		1 LB	
	3/32		1 LB	
6. Alloy 144 Brass Electrode	1/8		1 LB	
	5/32		1 LB	
7. Torch Brass	1/8		1 LB	
	5/32		1 LB	
				BID PRICE
8. Oxygen (for welding gas)	21 Series			
	80 Series			
	100 Series			
	125 Series			
	200 Series			
9. Acetylene, (for welding gas)	# 3			
	# 4			
	MC			
	100 Series			
10. Nitrogen (for welding gas)	19 Series			
	40			
11. Argon - CO2 75-25% -Mig welder -mild steel	20			
	40			
	80			
	100			
	125			
	200			
	300			

12. Welding Goggles standard (square frame, flip lens preferred)			
13. Leather Welding Gloves (standard) all sizes s, m, l - 4x	Mig Leather gloves		
	Tig Leather gloves		
14. Welding Helmets (2" with flip lens preferred)			
15. Jackson HSL1 Apprentice Quick Chance Hood			

		BID PRICE
16. Leather Jackets for Welders (complete)	Small	
	Medium	
	Large	
17. Doo- Rag Flame Retardant Cap and/or Beanies		
18. Welding Blanket Coated Fiberglass and Acrylic Coated	30 oz	
19. Bib Apron Leather 36" – 48"		
20. Lens Clear Huntsman "Nitro" Auto Darkening Inner Replacement	1-13/16" x 4-1/16"	

21. Torch Lighters (3 way)				
22. Torch Tips	Medium Torch 100 Series	**Tip Type 0-3-101**	**Size**	**BID PRICE**
		Cutting Tip Org. Victor	0-3-101 Victor	
		Welding Tip Victor or equivalent to	#0-W-1 #1-W-1 #2-W-1 #3-W-1	
		Heating Tip	Rosebud Victor 8 or equivalent to	
	Large Torch 300 Series	**Tip Type 0-1-101**	**Size**	**BID PRICE**
		Cutting Tip Org. Victor	0-1-101 Victor	
		Welding Tip Victor 2 or equivalent to	#0-W #1-W #2-W #3-W	
		Heating Tip	Rosebud Victor 8 or equivalent to	
23. Torch Gauges-Replacement Gauges for regulators are preferred : a) Victor b) Victor CR150CR		a)Victor	1 ½" gauge	
			2" gauge	
			2 ½" gauge	
		b)Victor CR150CR	1 ½" gauge	
			2" gauge	
			2 ½" gauge	

	Size	"R"	"T"	BID PRICE
24. Torch Hoses - " R" and " T "	25 ft x ¼			
	50 ft x ¼			
	100 ft x ¼			
25. Torches- Complete Kit is preferred with handle and cutting attachments	Medium 100 Series			
	Large 300 Series			

	Gas	Tank Size	BID PRICE
26. Rental of Cylinder (as needed)	Oxygen	80 Series	
		100 Series	
		200 Series	
	Acetylene	100 Series	

27. No. 1 AWG - Cable (by feet) copper - sizes 2, 4,-1/0, 2/0, 3/0, 4/0			
28. Tip cleaner- Standard			
29. Flat Soap Stone-Standard Square			
30. Soap Stone Holder			
31. Safety Glasses – High Impact Protector Z94.3	Dark		
	Clear		
32. Cutting Dark Goggles			
33. Welding cable liners -(for Millermatic 135) OEM Miller or equivalent to- Profax194011	Sizes		
	.030		
34. Nozzle tip protector - (slip on type for Millermatic 135)			
35. Welder Tips - (for Millermatic 135) Contact tip	.030		
36. Welding Wire- Spools - **(Flux Coated)** 1-lb -10lb no shield gas	030		
37. Grinding Disc- Screw On – 4.1/2 x ¼ x 5/8-11			
38. Sanding Disc- Screw On – 4.1/2 x 1/4 x 5/8-11 (Med. Coarse grid- Zircowia flap disc) Hub style Sizes: Z-40 grit, Z-60 grit, Z-80 grit, Z-100 grit			
39. Chop Saw Blades – 14 x 3/32 x 1			
40. Strikers 1 & 3 flint striker			
41. Flints 1 & 3 flint replacement sets			
42. Spring Handle Cross Chisel & Pick Hammer			
43. Headgear w/ clear visor - (CEPMPH-CL)- & dark shade 5			
44. Maximum- Hazardous Material Fee			
			BID PRICE
45. Plastic Rod Canister (Rod Guards)	14" (water tight-standard)		
	16" (water tight-tig brazing rods)		
46. Flash back Arrestors			
47. Electrodes Holder			
48. Ground Clamp			
49. Cable connectors- male & female			
50. Ball point lugs			
51. Female Terminals			
52.Leather Sleeves protectors			
53. Quick Connect sets			
54. Welding Cable Liners (Millermatic 135)	Size		
	.035		
55. Welding Tips-(Millermatic 135) Contact tip	.035		
56. Adaptor for Flux Core			
57. Nozzle tip for shield gas			
58. Tungsten tip for Tig – Pure tungsten - sizes - 1/16, 3/32, 1/8 2% Thoriated - sizes - 1/16, 3/32, 1/8			
59. Flux Cored welding wire-used with Shielding gas	.030	.035	
60. Flux Cored welding wire- self shielded wire	.030	.035	
61. Flux coated (ET-IT-GS) mild steel	0.35		
62. Carbon Steel-(70S-6) mild steel	.030	.035	
63.Stainless Steel (ER 308LSI) 1 lb	030	.035	
			Bid Price
64. Grinding Disc with hub size: 7 1/4x5/8-11 large			
65. Wire cup brush 2 ¾ x 5/8-11			
66. Standard Twist wire wheel 4" x 5/8-11			
67. Stringer Bead knot wheel 6"x 5/8-11			
68. Shaft Knot wheel brush 3" x 1/4			
69. Flow gauge- for CO2 Argon for Mig & Tig welding			
70. High Purity Regulator for Nitrogen			
71. Brazing Alloy Safety Silv - 15.45 & 56			

	Bid Price
72. Mig Welding Machine 120 volt-180 volt, 208 volt, 240 volts single & triple face	
73. Welding Screens 75"w x 5'h	
74. Replacement Mig gun (millermatic 135)	
75. Replacement parts for: Miller, Millermatic 135, Lincoln welder & Miller Arc Welder Cord ,Spool sprocet and electrical components OEM parts	
76. Auto Dark welding helmet multi shade 10-12 Large mask lens for Mig & Tig welding	
77. Tig Weld Rods 30"- 36" (mild steel) ER-70S 6 1/16 – 3/32 – 1/8 – 5/32	
78. Stainless steel ER-308-L 1/16 – 3/32 – 1/8 – 5/32	
79. Aluminum ER-4043 1/16 – 3/32 – 1/8 – 5/32	
80. Aluminum ER- 5356 1/16 – 3/32 – 1/8 – 5/32	
81. Mild Steel ER-80S6 1/16 – 3/32 – 1/8 – 5/32	

82. Tri-Gas Argon-CO2-Helium 7.5%-2.5-90% for stainless steel - All Sizes	Series			
	20	125		
	40	200		
	80	300		
	100			
83. Aluminum -	Size			
ER 4043 - and 1lb – 1	.030	.035		
ER 4356 - and 1-1b	.030	.035		
84. Hand Held wire brush – mild & stainless steel				
85. Refill of Co. owned cylinders- all series – Argon CO2- Tri-gas-Nitrogen				

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

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELL PHONE: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

HIDALGO COUNTY
(ALL FUNDING SOURCES)
REQUEST FOR BIDS

"WELDING SUPPLIES AND OTHER MISC. ITEMS"

RFB: 2011-028a-02-02-SGS

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.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIM DE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU- ☐ OTHER TORY LIMITS	
					E L EACH ACCIDENT	$
					E L DISEASE-EA EMPLOYEE	$
					E L DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: ____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid..

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CIQ FORM

HIDALGO COUNTY
(ALL FUNDING SOURCES)

REQUEST FOR BIDS

"WELDING SUPPLIES AND OTHER MISC. ITEMS"

RFB: 2011-028a-02-02-SGS

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

BIDDER/VENDOR APPLICATION AND W-9

HIDALGO COUNTY
(ALL FUNDING SOURCES)

REQUEST FOR BIDS

"WELDING SUPPLIES AND OTHER MISC. ITEMS"

RFB: 2011-028a-02-02-SGS

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or Fax (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business: **Disadvantaged Business (At Least 51% Ownership)**

_Less than 125,000 annual gross receipt	Black American	Native American
Less than 250,000 annual gross receipt	Hispanic American	Women
Less than 499,000 annual gross receipt	Asian Pacific American	Other
More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** Yes No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).: _____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► Date ►

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

DRAFT SERVICE CONTRACT

HIDALGO COUNTY
(All Funding Sources)

REQUEST FOR BIDS

"WELDING SUPPLIES AND OTHER MISC. ITEMS"

RFB: 2011-028a-02-02-SGS

REQUIREMENTS AGREEMENT
C-

THIS AGREEMENT (the "Agreement") is entered into effective as of the ____ day of _____, 2011 by and between _____ ("Seller") and Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of Hidalgo County for the **"Welding Supplies and Other Misc. Items"**, (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 **one (1) year** 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 **one (1) year, with the County's option to extend/renew for an additional one (1) year term.** Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on _____, 2011 and expire on _____, 2012 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
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Seller: _____
_____
_____
_____

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

f. **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 insurance in force on all persons and vehicles connected with providing products and or services under this Contract naming County as additional insured, and shall furnish to County certificates of such insurances 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

ATTEST: By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:
By:_____
Printed Name:_____
Title:_____

Approved By Commissioners Court:_____

APPROVED AS TO FORM:
Atlas & Hall, LLP

_____
Stephen L. Crain

DRAFT

EXHIBIT "A"
REQUEST FOR BIDS (RFB)PROCUREMENT PACKET

DRAFT

EXHIBIT "B"
BID PAGE

DRAFT

EXHIBIT "C"
CERTIFICATE OF INSURANCE

DRAFT

DEBARMENT

HIDALGO COUNTY
(All Funding Sources)

REQUEST FOR BIDS

"WELDING SUPPLIES AND OTHER MISC. ITEMS"

RFB: 2011-028a-02-02-SGS

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"
BID PAGE

TABULATION SHEET
"Welding Supplies and Other Misc. Items"
2011-028a-02-02-SGS

HIDALGO COUNTY
"WELDING SUPPLIES AND OTHER MISC. ITEMS"
BID NO. 2011-028a-02-02-SGS | **BUYER: SANDY SUAREZ**

ITEM DESCRIPTIONS			Weldinghouse, Inc. Sole Bidder
	SIZE	**CASE/ UNITS**	**BID PRICE**
1.Metalwelding **Rods** (different gauges) 1a. Stainless steel welding **Rod** (different gauges)	7018 1/8	50 LBS	$ 85.00 50# can
	7018 5/32	50 LBS	$ 88.00 50# can
	6011 1/8	50 LBS	$ 120.00 50# can
	6011 5/32	50 LBS	$ 117.00 50# can
	6011 3/32	50 LBS	$ 125.05 50# can
2. Rod keeper (storage system)		10-50LBS	$ 120.85 - 10# $ 212.05 - 50#
3. Aluminum welding **Rods** (different gauges)	#35 1/8	5 LBS	$ 51.75 (5 lb tube)
5. Torch RD-45	1/8 Steel	1 LB	No Bid
	3/32	1 LB	No Bid
7. Torch Brass	1/8	1 LB	$9.75 lb (3 lb minimum)
	5/32	1 LB	No Bid
8. Oxygen (for welding gas)	**CYLINDER SIZE**		**BID PRICE**
	21 Series		$.5.00
	80 Series		$ 7.00
	100 Series		$ 6.75
	125 series		$ 6.75
	200 Series		$ 8.95
9. Acetylene, (for welding gas)	# 3		$ 19.00
	# 4		$ 0.24 c.f. (34.80 max)
	MC		$ 9.25
	100 Series		$ 0.24 c.f. / $24.00 ccf
10. Nitrogen (for welding gas)	19 Series		$ 6.15
	40		$ 6.75
11. Argon – CO2 75-25%-Mig welder- mild steel	20		No Bid
	40		No Bid
	80		No Bid
	100		No Bid
	125		$ 17.00
	200		$ 24.00
	300		$ 39.00
12. Welding Goggles standard (square frame, flip lens preferred)			$ 12.50 Jackson WS 85
13. Leather Welding Gloves (standard) all sizes S, M, L – 4 X	Mig Leather gloves		$ 11.50 S, M, L
	Tig Leather gloves		$ 11.50 S, M, L

14. Welding Helmets (2" with flip lens preferred)		$ 36.50 Fibermetal 906 grey
15. Jackson HSL1 Apprentice Quick Chance Hood		$ 105.50
16.Leather Jackets for Welders (complete)	Small	$ 49.50
	Medium	$ 49.50
	Large	$ 49.50

19. Bid Apron Leather 36" – 48"		$ 25.75
20. Lens Clear Huntsman "Nitro" Auto Darkening Inner Replacement	1-13/16" x 4-1/16"	$ 2.00
21. Torch Lighters (3 way)		$ 2.75

22. Torch Tips	**Medium Torch 100 Series**	**Tip Type 0-3-101**	**Size**	**BID PRICE**
		Cutting Tip Org. Victor	**03-101 Victor**	$ 11.50
		Welding Tip Victor or equalivant to	**#0-W-1**	$ 38.75
			#1-W-1	$ 38.75
			#2-W-1	$ 38.75
			#3-W-1	$ 38.75
		Heating Tip	**Rosebud Victor 8 or equalivant to**	$ 71.00
	Large Torch 300 Series	**Tip Type 1-010-1**	**Size**	**BID PRICE**
		Cutting Tip Org. Victor	**0-1-101 Victor**	$ 11.50
		Welding Tip Victor 2 or equalivant to	**#0-W**	$ 42.50
			#1-W	$ 42.50
			#2-W	$ 42.50
			#3-W	$ 42.50
		Heating	**Rosebud Victor 8 or equalivant to**	$ 101.86

23. Torch Gauges-Replacement Gauges for regulators are preferred	**a) Victor**	**1 ½" gauge**	$ 13.00
a) Victor		**2 " gauge**	$ 13.00
b) Victor CSR150CR		**2 1/2" gauge**	$ 13.00
	b)Victor CR150CR	**1 ½" gauge**	$ 13.00
		2 " gauge	No Bid
		2 1/2" gauge	No Bid

24. Torch Hoses – "R" and "T"	**Size**	**"R"**	**"T"**
	25 ft x ¼	$ 20.50	$ 23.00
	50 ft x ¼	$ 34.00	$ 43.00
	100 ft x ¼	$ 65.00	$ 76.00

25. Torches -Complete Kit is preferred with handle and cutting attachments	**Small 100 Series**	$ 190.00
	Medium 300 Series	$ 270.00

26. Rental of Cylinder (as needed)	**Gas**	**Tank Size**	**BID PRICE**
	Oxygen	**80 Series**	$ 0.195
		100 Series	$ 0.195
		200 Series	$ 0.195
	Acetylene	**100 Series**	$ 0.195

28. Tip cleaner- Standard		$ 1.95
29. Flat Soap Stone-Standard Square		$ 0.06
30. Soap Stone Holder		$ 0.82
31. Safety Glasses - High Impact Protector Z94.3	Dark	$ 4.00
	Clear	$ 4.00
32. Cutting Dark Gloggles		$ 12.50 Jac ws 85
33. Welding Cable liners-.030 (for Millermatic 135) OEM Miller or equival to-		

Profax 194011	.030		$ 12.50
34. Nozzle tip protector-(slip on type for Millermatic 135)			No Bid
35. Welder Tips-.030 (for Millermatic 135) contact tip	.030		$ 0.45
36. Welding Wire-Spools-.030(Flux Coated) 1-lb – 10 lb no shield gas	.030		$ 9.25 spl 2lb $ 40.00 spl 10lb
37. Griding Disc-Screw On- 4.1/2 x ¼ x 5/8-11			$ 2.20
38. Sanding Disc-Screw On-4.1/2 x ¾ x 7/8 (Med.coarse grid-Zircowia flap disc) Hub style Sizes:Z-40 grit, Z-60 grit, Z-80, Z-100 grit			No Bid
39. Chop Saw blades-14 x 3/32 x 1			$ 6.30
40. Strikers 1 & 3 flints			$ 1.50 single $ 2.75 triple
41. Flints 1 & 3 flint replacement sets			$ 0.65 single 5 pk $ 1.85 triple replacem't
42. Spring Handle Cross Chisel & Pick Hammer			$ 5.30
43. Head Gear w/ clear visor(CEPMPH-CL) & dark shade 5			$ 17.63 head gear $ 9.96 shield-clear $ 12.74 shield shade- 5.0
44. Maximum-Hazardous Material Fee			$ 5.00
			BID PRICE
45. Plastic Rod Canister (Rod Guards)	14" (water tight-standard)		$ 6.57
46. Flash back Arrestors			$ 43.50 regulator
47. Electrodes Holder			$ 15.18 200 amp
48. Ground Clamp			$ 9.99 500 amp steel
49. Cable connectors- male & female			$ 13.97 LC 40
50. Ball point lugs			$ 1.00 #1 & 2 cable
51. Female Terminals			No Bid
52.Leather Sleeves protectors			$ 18.43 (23" adjustable leather sleeve)
53. Quick Connect sets			$ 31.00 torch to hose
54. Welding Cable Liners (Millermatic 135)	Size .035		$ 12.50
55. Welding Tips-(Millermatic 135) Contact tip	.035		$ 0.45
56. Adaptor for Flux Core			No Bid
57. Nozzle tip for shield gas			No Bid
58. Tungsten tip for Tig – Pure tungsten - Sizes - 1/16, 3/32, 1/8 - 2% Thoriated - Sizes - 1/16, 3/32, 1/8			$9.83, $19.64, $34.21 (2 % thoriated tungsten pk of 10)
59. Flux Cored welding wire-used with Shielding gas	.030	.035	No Bid
60. Flux Cored welding wire- self shielded wire	.030	.035	$ 40.00 / $32.89
61. Flux coated (ET-IT-GS) mild steel		.035	No Bid
62. Carbon Steel-(70S-6) mild steel	.030	.035	$ 14.93 / $ 14.61
63.Stainless Steel (ER 308LSI) 1 lb	.030	.035	No Bid / $ 17.91
			BID PRICE
64. Grinding Disc with hub size: 7 1/4x5/8-11 large			$ 4.03
65. Wire cup brush 2 ¾ x 5/8-11			$ 9.25
66. Standard Twist wire wheel 4" x 5/8-11			$ 12.74
67. Stringer Bead knot wheel 6"x 5/8-11			$ 15.60
68. Shaft Knot wheel brush 3" x 1/4			No Bid
69. Flow gauge- for CO2 Argon for Mig & Tig welding			$ 43.00
70. High Purity Regulator for Nitrogen			No Bid
72. Mig Welding Machine 120 volt-180 volt, 208 volt, 240 volts single & triple face			No Bid
73. Welding Screens 75"w x 5'h			No Bid
74. Replacement Mig gun (millermatic 135)			$ 136.66
75. Replacement parts for: Miller, Millermatic 135, Lincoln welder & Miller Arc Welder Cord ,Spool sprocet and electrical components OEM parts			No Bid
76. Auto Dark welding helmet multi shade 10-12 Large mask lens for Mig & Tig welding			$ 175.00 Viking

82. Tri-Gas Argon-CO2-Helium 7.5%-2.5-90% for stainless steel - All Sizes	Series			
	20	125	No Bid	No Bid
	40	200	No Bid	No Bid
	80	300	No Bid	No Bid
	100		No Bid	
83. Aluminum - ER 4043 - and 1lb – 1	.030	.035	$ 6.99	$ 6.42
ER 4356 - and 1-1b	.030	.035	$ 5.56	$ 6.52
84. Hand Held wire brush – mild & stainless steel			$ 1.20 m.s.	$ 1.65 s.s.
85. Refill of Co. owned cylinders- all series – Argon CO2- Tri-gas-Nitrogen			Same as page 1 (same prices as Items 8 thru 11)	
Oxgen (welding gas)			21 series	$.5.00
			80 series	$ 7.00
			100 series	$ 6.75

	125 series	$ 6.75
	200 series	$ 8.95
Acetylene (welding gas)	# 3	$ 19.00
	# 4	$ 0.24 c.f. (34.80 max)
	MC	$ 9.25
	100 Series	$ 0.24 c.f. ($ 24.00 ccf)
Nitrogen (for welding gas)	19 Series	$ 6.15
	40	$ 6.75
Argon – CO2 75-25%-Mig welder- mild steel	20	No Bid
	40	No Bid
	80	No Bid
	100	No Bid
	125	$ 17.00
	200	$ 24.00
	300	$ 39.00

*****Note: Highlighted green items to be re-advertised.**

Exhibit "B"

HIDALGO COUNTY (All Funding Sources)
"WELDING SUPPLIES AND OTHER MISC. ITEMS"
BID NO.: 2011-028a-02-02-SGS

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable
INCOMPLETE submittals shall be considered a probable cause for disqualification.

	SIZE		CASE/UNITS	BID PRICE
1. Metal welding **Rods** (different gauges) 1a Stainless steal welding **Rods** (different gauges)	7018	1/8	50 LBS	$85.00 50# CAN
	7018	5/32	50 LBS	$88.00 50# CAN
	6011	1/8	50 LBS	$120.00 50# CAN
	6011	5/32	50 LBS	$117.00 50# CAN
	6011	3/32	50 LBS	$128.05 50# CAN
2. Rod keeper (storage system) - Electrode oven 120v			10 LBS 10-50 LBS 50 LB	$120.85 $212.05
3. Aluminum welding **Rods** (different gauges)	#35	1/8	5 LBS	$51.75 (5 LB tube)
4. Cast Iron **Rods** 99 % Cast	#35	5/32	5 LBS	CALL FOR CURRENT
	#460	1/8	10 LBS	PRICING
5. Torch RD-45	1/8 Steel		1 LB	–
	3/32		1 LB	–
6. Alloy 144 Brass Electrode	1/8		1 LB	CALL FOR CURRENT
	5/32		1 LB	PRICING
7. Torch Brass	1/8		1 LB	$9.75/LB (3 LB MINIMUM)
	5/32		1 LB	–

OPENED 9:45 2-9-2011 Witnessed

			BID PRICE
8. Oxygen (for welding gas)	21 Series		$5.00
	80 Series		$7.00
	100 Series		$6.75
	125 Series		$6.75
	200 Series		$8.95
9. Acetylene, (for welding gas)	# 3		$19.00
	# 4		.24¢ C.F. ($34.80 max)
	MC		$9.25
	100 Series		.24¢ C.F. / $24.00 CCF
10. Nitrogen (for welding gas)	19 Series		$6.15
	40		$6.75
11. Argon - CO2 75-25% -Mig welder -mild steel	20		No Bid
	40		No Bid
	80		No Bid
	100		No Bid
	125		$17.00
	200		$24.00
	300		$39.00

12. Welding Goggles standard (square frame, flip lens preferred)		JACKSON WS 8S	$ 12.50
13. Leather Welding Gloves (standard) all sizes s, m, l - 4x	Mig Leather gloves	S, M, L	$ 11.50
	Tig Leather gloves	S, M, L	$ 11.50
14. Welding Helmets (2" with flip lens preferred)		Fibermetal 906 Grey	$ 36.50
15. Jackson HSL1 Apprentice Quick Chance Hood			$ 105.50

		BID PRICE
16. Leather Jackets for Welders (complete)	Small	$ 49.50
	Medium	$ 49.50
	Large	$ 49.50
17. ~~Doo- Rag~~ ~~Flame Retardant~~ Cap ~~and/or Beanies~~	NOT FLAME RETARDANT CAPS ONLY	$ 4.75
18. Welding Blanket Coated Fiberglass and Acrylic Coated	30 oz 4' x 5' x 35oz	$ 30.00
	6' x 6' x 35oz	$ 40.00
19. Bib Apron Leather 36" – 48"		$ 25.75
20. Lens Clear Huntsman "Nitro" Auto Darkening Inner Replacement	1-13/16" x 4-1/16"	$ 2.00
21. Torch Lighters (3 way)		$ 2.75

22. Torch Tips

Medium Torch 100 Series

Tip Type 0-3-101	Size	BID PRICE
Cutting Tip Org. Victor	0-3-101 Victor	$ 11.50
Welding Tip Victor or equivalent to	#0-W-1	$ 38.75
	#1-W-1	$ 38.75
	#2-W-1	$ 38.75
	#3-W-1	$ 38.75
Heating Tip	Rosebud Victor 8 or equivalent to	$ 71.00

OPENED 9:45 2-9-2011 Witness

Large Torch 300 Series

Tip Type 0-1-101	Size	BID PRICE
Cutting Tip Org. Victor	0-1-101 Victor	$ 11.50
Welding Tip Victor 2 or equivalent to	#0-W	$ 42.50
	#1-W	$ 42.50
	#2-W	$ 42.50
	#3-W	$ 42.50
Heating Tip	Rosebud Victor 8 or equivalent to	$ 101.86

23. Torch Gauges-Replacement Gauges for regulators are preferred : a) Victor b) Victor CR150CR

a)Victor	1 ½" gauge	$ 13.00
	2" gauge	$ 13.00
	2 ½" gauge	$ 13.00
b)Victor CR150CR	1 ½" gauge	$ 13.00
	2" gauge	—
	2 ½" gauge	—

24. Torch Hoses - " R" and " T "

Size	"R"	"T"	BID PRICE
25 ft x ¼	$ 20.50	$ 23.00	
50 ft x ¼	$ 39.00	$ 43.00	
100 ft x ¼	$ 65.00	$ 76.00	

25. Torches- Complete Kit is preferred with handle and cutting attachments

Medium 100 Series	$ 190.00
Large 300 Series	$ 270.00

26. Rental of Cylinder (as needed)

Gas	Tank Size	BID PRICE
Oxygen	80 Series	.195 day
	100 Series	.195 day
	200 Series	.195 day
Acetylene	100 Series	.195 day

27. No. 1 AWG - Cable (by feet) copper -	sizes 2, 4,-1/0, 2/0, 3/0, 4/0		CALL FOR CURRENT PRICING
28. Tip cleaner- Standard			$1.95
29. Flat Soap Stone-Standard Square			.06¢
30. Soap Stone Holder			.82¢
31. Safety Glasses – High Impact Protector Z94.3		Dark	$4.00
		Clear	$4.00
32. Cutting Dark Goggles			$12.50
33. Welding cable liners -(for Millermatic 135) OEM Miller or equivalent to- Profax194011		Sizes .030	$12.50
34. Nozzle tip protector - (slip on type for Millermatic 135)			?
35. Welder Tips - (for Millermatic 135)	Contact tip	.030	.45¢
36. Welding Wire- Spools - **(Flux Coated)**	1-lb -10lb no shield gas	2 LB - 030 10 LB	$9.25 SPL $40.00 SPL
37. Grinding Disc- Screw On – 4.1/2 x ¼ x 5/8-11			$2.20
38. Sanding Disc- Screw On – 4.1/2 x 1/4 x 5/8-11 (Med. Coarse grid- Zircowia flap disc) Hub style Sizes: Z-40 grit, Z-60 grit, Z-80 grit, Z-100 grit			–
39. Chop Saw Blades – 14 x 3/32 x 1			$6.30
40. Strikers 1 & 3 flint striker		Single flint triple flint	$1.50 $2.75
41. Flints 1 & 3 flint replacement sets		single flint 5/pk three flint replacement	.65¢ $1.85
42. Spring Handle Cross Chisel & Pick Hammer			$5.30
43. Headgear w/ clear visor - (CEPMPH-CL)- & dark shade 5		headgear Shield-clear Shell Shade 5.0	$17.63 9.46 12.74
44. Maximum- Hazardous Material Fee			$5.00
			BID PRICE
45. Plastic Rod Canister (Rod Guards)		14" (water tight-standard) 16" (water tight-tig brazing rods) 18"	$6.57 7.29
46. Flash back Arrestors (FOR REGULATOR)			$43.50
47. Electrodes Holder 200 AMP			$15.18
48. Ground Clamp 500 AMP STEEL			$9.44
49. Cable connectors- male & female LC 40			$13.97
50. Ball point lugs FOR #1 & 2 cable			$1.00
51. Female Terminals			?
52.Leather Sleeves protectors 23" adjustable leather sleeve			$18.93
53. Quick Connect sets TORCH TO HOSE			$31.00
54. Welding Cable Liners (Millermatic 135)		Size .035	$12.50
55. Welding Tips-(Millermatic 135)	Contact tip	.035	.45¢
56. Adaptor for Flux Core			?
57. Nozzle tip for shield gas			?
58. Tungsten tip for Tig – Pure tungsten - sizes - 1/16, 3/32, 1/8(4?) 2% Thoriated - sizes - 1/16, 3/32, 1/8			$9.83 / $19.64 / $34.21 Tungsten Pack of 10
59. Flux Cored welding wire-used with Shielding gas		.030 .035	VALUE
60. Flux Cored welding wire- self shielded wire 10 LB SPOOL		.030 .035	$40.00 / $32.89
61. Flux coated (ET-IT-GS) mild steel		0.35	?
62. Carbon Steel-(70S-6) mild steel 11 LB SPOOL		.030 .035	$14.93 / $14.61
63.Stainless Steel (ER 308LSI) 1 lb 2LB SPOOL		030 .035	/ $17.91
			Bid Price
64. Grinding Disc with hub size: 7 1/4x5/8-11 large 61044			$4.03
65. Wire cup brush 2 ¾ x 5/8-11 BW420			$9.25
66. Standard Twist wire wheel 4" x 5/8-11 82487			$12.74
67. Stringer Bead knot wheel 6"x 5/8-11 82186			$15.60
68. Shaft Knot wheel brush 3" x 1/4			—
69. Flow gauge- for CO2 Argon for Mig & Tig welding PROFAX			$43.00
70. High Purity Regulator for Nitrogen			—
71. Brazing Alloy Safety Silv - 15,45 & 56			CALL FOR CURRENT PRICING

OPENED 9:45 2-9-2011 Witnessed JAC WSBS

			Bid Price
72. Mig Welding Machine 120 volt-180 volt, 208 volt, 240 volts single & triple face			VERY VAGUE DESCRIPTION
73. Welding Screens 75"w x 5'h			—
74. Replacement Mig gun (millermatic 135)			$136.66
75. Replacement parts for: Miller, Millermatic 135, Lincoln welder & Miller Arc Welder Cord ,Spool sprocet and electrical components OEM parts			VERY VAGUE DESCRIPTION
76. Auto Dark welding helmet multi shade 10-12 Large mask lens for Mig & Tig welding		VIKING	$175.00
77. Tig Weld Rods 30"- 36" (mild steel) ER-70S 6	1/16 – 3/32 – 1/8 – 5/32		CALL FOR PRICING
78. Stainless steel ER-308-L	1/16 – 3/32 – 1/8 – 5/32		CALL FOR PRICING
79. Aluminum ER-4043	1/16 – 3/32 – 1/8 – 5/32		CALL FOR PRICING
80. Aluminum ER- 5356	1/16 – 3/32 – 1/8 – 5/32		CALL FOR PRICING
81. Mild Steel ER-80S6	1/16 – 3/32 – 1/8 – 5/32		CALL FOR PRICING

82. Tri-Gas Argon-CO2-Helium 7.5%-2.5-90% for stainless steel - All Sizes	Series			
	~~20~~	~~125~~		
	~~40~~	~~200~~		
	~~80~~	~~300~~		
	~~100~~	291		142.43
83. Aluminum -	Size			
ER 4043 - and 1lb – 1	.030	.035	6.99	6.42
ER 4356 - and 1-1b	.030	.035	5.56	6.52
84. Hand Held wire brush – mild & stainless steel	M.S	¾ 1.20	S.S. ¾ 1.65	
85. Refill of Co. owned cylinders- all series – Argon CO2- Tri-gas-Nitrogen	SAME AS		PAGE 1	

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

BIDDER/COMPANY NAME: Weldinghouse, Inc.

ADDRESS: 2901 N. Sugar Rd

CITY/STATE/ZIP CODE: Pharr, TX 78577

PHONE & FAX NO.'S: (956)781-6644 (956)631-8749

CELL PHONE:

AUTHORIZED SIGNATURE: Roel Davila

PRINTED NAME: Roel Davila

TITLE: Manager

EMAIL: rdavila@weldinghouse.com

OPENED
9:45
2-9-2011
Witnessed

EXHIBIT "C"
CERTIFICATE OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID CR WELDI-1 | DATE (MM/DD/YYYY) 05/14/10

PRODUCER

Borden Insurance
P. O. Box 1066
Corpus Christi TX 78403-1066
Phone: 361-882-6543 Fax: 361-654-2008

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

Weldinghouse, Inc.
705 Navigation
Corpus Christi TX 78408

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Everest National Insurance Co.	
INSURER B:	Service Lloyds Ins. Co.	
INSURER C:	RSUI Indemnity Company	
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	CA00000569091	05/13/10	05/13/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	CA00000570091	05/13/10	05/13/11	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
C		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $	NHA052874	05/13/10	05/13/11	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $ $ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SRZB2215610	05/13/10	05/13/11	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

JUN 02 2010
By DIS 8255

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

HIDA-01

Hidalgo County
2808 S. Business Hwy. 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Allen R Borden

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PURCHASING DEPARTMENT
County Of Hidalgo

January 26, 2011

RE: ADDENDUM NO.1
RFB No: 2011-028a-02-02-SGS
HIDALGO COUNTY(ALL FUNDING SOURCES)-"Welding Supplies and Other Misc. Items"

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1,** in connection with **"HIDALGO COUNTY"** Request for Sealed Bids for the **"WELDING SUPPLIES AND OTHER MISC. ITEMS".**

Please add this **ADDENDUM NO. 1** to your procurement packet, to permit your company to submit a complete packet. See original procurement packet LEGAL NOTICE page 3 paragraph 9.

ACKNOWLEDGE RECEIPT of ADDENDUM NO. 1 by signing and returning this notice to by no later than January 27, 2011 at 5:00 p.m. via e-mail to sandy.suarez@co.hidalgo.tx.us or via fax to (956)318-2629.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626 ext. 4860.

Please be advised that this **ADDENDUM NO. 1** will complete your RFB procurement packet for **HIDALGO COUNTY (ALL FUNDING SOURCES)-"WELDING SUPPLIES AND OTHER MISC. ITEMS"**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____
ADDENDUM NO 1
ACKNOWLEDEMENT OF RECEIPT

WELDING HOUSE, INC.
Firm's Name

MLS/sgs
Enclosures

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

ADDENDUM NO. 1
JANUARY 26, 2011

HIDALGO COUNTY
(ALL FUNDING SOURCES)
"WELDING SUPPLIES AND OTHER MISC. ITEMS"
RFB NO.: 2011-028a-02-02-SGS

PLEASE NOTE THE FOLLOWING CHANGES:

1. **Bid Opening date has been changed** from February 02, 2011 to Wednesday, **February 09, 2011 at 9:30 A.M.**

2. All written inquires will be accepted via facsimile at 956-318-2629 or via e-mail at sandy.suarez@co.hidalgo.tx.us no later than **Wednesday, February 02, 2011 at 5:00 P.M.** Responses to said inquiries will be sent to all applicants via facsimile or via e-mail by no later than **Friday, February 04, 2011 at 5:00 P.M.**

I, ROEL DAVILA, acknowledge receipt of ADDENDUM No. 1 dated, JANUARY 26, 2011 for RFB NO.: 2011-028a-02-02-SGS-**Hidalgo County (All Funding Sources) – "Welding Supplies and Other Misc. Items"**

WELDINGHOUSE, INC
Print VENDOR's Name

27 January 2011
Date

NOTE: THIS ORIGINAL ADDENDUM MUST BE SUBMITTED WITH YOUR PROCUREMENT PACKET RESPONSE.

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

MEMORANDUM

DATE: February 14, 2011

TO: **Hon. Joel Quintanilla, Commissioner**
Hidalgo County Precinct No. 1
Attn: Mr. Eddy Gonzalez, Exec. Asst. of Community Affairs

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
Attn: Mr. Saul Ramirez, Field Operations Foreman

TO: **Hon. Hector Palacios, Commissioner**
Hidalgo County Precinct No. 2
Attn: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
Attn: Mr. Marco Lopez, Chief Administrator

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2011-028a-02-02-SGS-Hidalgo County- "WELDING SUPPLIES AND OTHER ITEMS"
(All Funding Sources, Programs and Entities)"

We have received three (3) responses to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Court Meeting; therefore, we need your response no later than Friday, February 18 2011 @ 10:00 a.m. to be able to present to Commissioner's Court on March 01, 2011. Please indicate your recommendation or any concerns in the space provided below and reply to the Purchasing Department. via fax to (956)-318-2629 or via email to: sandy.suarez@co.hidalgo.tx.us.

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. WELDING HOUSE	SOLE BID MEETING SPECS
2.	
3.	

Please include the budget account number(s) for the above reference project.
Budget Acct No.: 1-1100-432-00-121-013-0- 623442.679.671
1-1100-432-00-121-001-0- 623442-679-671
1-1200-431-00-121-005-0-

Nm Nuñez — NOE MONTES — PCT 1 — 2-22-11

AUTHORIZED SIGNATURE — PRINTED NAME — DEPARTMENT — DATE

Enclosures

Pct 1

sandy.suarez

From: sandy.suarez [sandy.suarez@co.hidalgo.tx.us]
Sent: Thursday, March 10, 2011 3:45 PM
To: 'Noe Montez'
Subject: RE: Account number verification

Noe,

Not to worry, Thanks for your help.

Sandy Suarez

From: Noe Montez [mailto:noe.montez@co.hidalgo.tx.us]
Sent: Thursday, March 10, 2011 3:28 PM
To: 'sandy.suarez'
Subject: RE: Account number verification

Sorry for the confusion…..the accounts that we will probably use for this type services are:
1-1100-432-00-121-001-0-623 or 442, or 679, or 671
1-1100-452-00-121-013-0- same
1-1200-431-00-121-005-0- same

Sorry I hit the wrong keys..

From: sandy.suarez [mailto:sandy.suarez@co.hidalgo.tx.us]
Sent: Wednesday, March 09, 2011 10:34 AM
To: noe.montez@co.hidalgo.tx.us
Subject: Account number verification
Importance: High

Good Morning Noe,

Just verifying an account number that was on the Recommendation for the Welding Supplies and Other Items" 2011-028a-02-02-SGS.

1-1100-432-00-121-013-0-623, 442, etc. I keep getting flagged- No record. Can you please check on that and let me know what it should be.

Thank you,

Sandy Suarez, Buyer II
Hidalgo County Purchasing Department
2802 South Bus. Hwy 281
Edinburg, Texas 78539
(956) 292-7000 ext. 4860
(956) 318-2629 fax
sandy.suarez@co.hidalgo.tx.us

As per
03/16/11 Noe Montez Acct #
1-1100-432-00-121-001-0-623
Will not be utilized at this time.

Tracking:

sandy.suarez

From: yoli [yolanda.cisneros@co.hidalgo.tx.us]
Sent: Tuesday, March 08, 2011 10:58 AM
To: 'sandy.suarez'
Subject: RE: 2011-028A "Welding Supplies and Other Items" and 2011-028B "Additional Welding Supplies & Misc Equipment' Reminder

Importance: High

Please let this serve as memo to recommend the lowest bidder as indicated on the specifications for the welding supplies.
As per Mr. Cuellar, he mentioned that was already sent to your department several times.

From: sandy.suarez [mailto:sandy.suarez@co.hidalgo.tx.us]
Sent: Friday, March 04, 2011 4:39 PM
To: yoli.cisneros@co.hidalgo.tx.us; roque.cavazos@co.hidalgo.tx.us
Subject: 2011-028A "Welding Supplies and Other Items" and 2011-028B "Additional Welding Supplies & Misc Equipment' Reminder
Importance: High

Good Afternoon,

I need the Memo of Recommendation for project # 2011-028A "Welding Supplies and Other Items", so that I may proceed to award this project and the Memo of Approval of Specifications for 2011-028B "Additional Welding Supplies & Misc Equipment" please. The extension for this contract is due to expire in April. We really don't have much time to work with it, 2011- 28B is going to concur with the same contract expiration date as 2011-28A. and I still need to request to advertise and go out for bids. It is important that I receive it as soon as possible please.

Thank you,

Sandy Suarez, Buyer II
Hidalgo County Purchasing Department
2802 South Bus. Hwy 281
Edinburg, Texas 78539
(956) 292-7000 ext. 4860
(956) 318-2629 fax
sandy.suarez@co.hidalgo.tx.us

1-1200-431-00-122-006-623-442-679
1-1200-431-00-122.004-0-623-442-679

Pd 2
3/8/11

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

MEMORANDUM

DATE: February 14, 2011

TO: **Hon. Joel Quintanilla, Commissioner**
Hidalgo County Precinct No. 1
Attn: Mr. Eddy Gonzalez, Exec. Asst. of Community Affairs

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
Attn: Mr. Saul Ramirez, Field Operations Foreman

TO: **Hon. Hector Palacios, Commissioner**
Hidalgo County Precinct No. 2
Attn: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
Attn: Mr. Marco Lopez, Chief Administrator

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

RE: BID AWARD RECOMMENDATION REQUEST
Bid No. 2011-028a-02-02-SGS-Hidalgo County- "WELDING SUPPLIES AND OTHER ITEMS"
(All Funding Sources, Programs and Entities)"

We have received one (1) response to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with the copy of the bid response for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than Friday, February 18 2011 @ 10:00 a.m. to be able to present to Commissioner's Court on March 01, 2011. Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department. Via fax to (956)-318-2629 or via email to: sandy.suarez@co.hidalgo.tx.us.

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Welding Gas, Inc.	Sole Bidder
2.	
3.	

Please include the budget account number(s) for the above reference project.
Budget Acct No.: 1-120-431-W-183-10541.33 - 442
1-1100-452-W-183-10541.33, - 442

AUTHORIZED SIGNATURE | PRINTED NAME | DEPARTMENT | DATE

Enclosures

2/16
Paid

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

MEMORANDUM

DATE: February 14, 2011

TO: Hon. Joel Quintanilla, Commissioner
Hidalgo County Precinct No. 1
Attn: Mr. Eddy Gonzalez, Exec. Asst. of Community Affairs

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
Attn: Mr. Saul Ramirez, Field Operations Foreman

TO: Hon. Hector Palacios, Commissioner
Hidalgo County Precinct No. 2
Attn: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
Attn: Mr. Marco Lopez, Chief Administrator

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

RE: BID AWARD RECOMMENDATION REQUEST
Bid No. 2011-028a-02-02-SGS-Hidalgo County- "WELDING SUPPLIES AND OTHER ITEMS"
(All Funding Sources, Programs and Entities)"

We have received three (3) responses to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Court Meeting; therefore, we need your response no later than Friday, February 18 2011 @ 10:00 a.m. to be able to present to Commissioner's Court on March 01, 2011. Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956)-318-2629 or via email to: sandy.suarez@co.hidalgo.tx.us.

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Weldinghouse, Inc.	Sole Vendor
2.	
3.	

Please include the budget account number(s) for the above reference project:
Budget Acct No.: 1-1200-43-00-124-007-0-6798623/6813

Marcos Lopez — Pct 4 — 2/22/11

AUTHORIZED SIGNATURE | PRINTED NAME | DEPARTMENT | DATE

Enclosures

Pct 4

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

RECEIVED
FEB 24 2011
1:40 pm
BY

MEMORANDUM

TO: **Richard Sunday,** Infrastructure Sys. Manager
Hidalgo County Facilities Management

ATTN: Daniel Flores

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

DATE: February 11, 2011

RE: BID AWARD RECOMMENDATION REQUEST
Bid No. 2011-028a-02-02-SGS-Hidalgo County (All Funding Sources)-"WELDING SUPPLIES AND OTHER MISC. ITEMS"

We have received one (1) response to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid response for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than Friday, February 18, 2011 @ 10:00 a.m. to be able to present to Commissioner's Court on March 01, 2011. Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956)-318-2629 or via email to: sandy.suarez@co.hidalgo.tx.us.

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Weldwhouse	Sole Response
2.	
3.	

Please include the budget account number(s) for the above reference project.
Budget Acct No.: 1-1100-419-40-2270 -001-0 -442 Rental
1-1100-419-40-220 001-0 -679 other Items
1-1100-419-40-220 001-0 -613 Safety

David Flores Fac. Mgt 2/28/11
AUTHORIZED SIGNATURE PRINTED NAME DEPARTMENT DATE

Enclosures

FM 2/24

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

MEMORANDUM

RECEIVED
FEB 18 2011
By 11:2m

TO: Anacleto Martinez, Chief Duty
Hidalgo County Adult Detention Facility

ATTN: Juan Tapia ,Procurement Specialist

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

DATE: February 11, 2011

RE: BID AWARD RECOMMENDATION REQUEST
Bid No. 2011-028a-02-02-SGS-Hidalgo County(All Funding Sources)-"WELDING SUPPLIES AND OTHER MISC. ITEMS"

We have received one (1) response to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with a copy of the bid response for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than Monday, February 18, 2011 @ 10:00 p.m. to be able to present to Commissioner's Court on March 01, 2011. Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956)-318-2629 or via email to: sandy.suarez@co.hidalgo.tx.us.

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1.	Award to sole Bidder
2.	
3.	

Please include the budget account number(s) for the above reference project.
Budget Acct No.: _____

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Anacleto Martinez	HCSO	2/17/11

Enclosures 1- 1100-423-21-280-002-0-679

#1 of 2 -5.0

sandy.suarez

From: Juan Tapia [juan.tapia@hidalgoso.org]
Sent: Wednesday, March 16, 2011 2:05 PM
To: 'sandy.suarez'
Cc: 'Virginia Rodriguez'
Subject: RE: 2011-028a-02-02-SGS- Welding Supplies and Other Items" Account Number(s) needed !

Additional account object codes for 1-1100-423-21-280-002-0- as follows:
Rent Oxygen bottles 442
Safety (Masks) 613

Thanks Juan Tapia

From: Juan Tapia [mailto:juan.tapia@hidalgoso.org]
Sent: Wednesday, March 16, 2011 1:53 PM
To: 'sandy.suarez'
Cc: 'Anacleto Martinez'; 'Virginia Rodriguez'
Subject: RE: 2011-028a-02-02-SGS- Welding Supplies and Other Items" Account Number(s) needed !

Sandy,
We did mention though, on your approval of specifications memorandum dated 1/12/2011 as follows:
Budget Account No. 1-1100-423-21-280-002-0-623. Should you have any questions or required additional Information, please do not hesitate to contact us.
Respectfully,

Juan Tapia
Procurement Specialist
Hidalgo Co. Sheriff's Office
Off (956)-292-2930 Fax (956)-292-2932

From: sandy.suarez [mailto:sandy.suarez@co.hidalgo.tx.us]
Sent: Wednesday, March 16, 2011 1:24 PM
To: anacleto.martinez@hidalgoso.org
Cc: juan.tapia@hidalgoso.org
Subject: 2011-028a-02-02-SGS- Welding Supplies and Other Items" Account Number(s) needed !
Importance: High

Mr. Tapia,
After reviewing your recommendation for the above referenced project, I noticed there wasn't an account number(s) listed to utilized with this project.
Can you please forward them to me right away. I am working on the Agenda Item for 03/21/11 and I need to submit it right away.

Thank you,

Sandy Suarez, Buyer II
Hidalgo County Purchasing Department
2802 South Bus. Hwy 281
Edinburg, Texas 78539
(956) 292-7000 ext. 4860
(956) 318-2629 fax
sandy.suarez@co.hidalgo.tx.us

TABULATION SHEET
"Welding Supplies and Other Misc. Items"
2011-028a-02-02-SGS

[redacted]

HIDALGO COUNTY			
"WELDING SUPPLIES AND OTHER MISC. ITEMS"			
BID NO. 2011-028a-02-02-SGS		BUYER: SANDY SUAREZ	
ITEM DESCRIPTIONS			**Weldinghouse, Inc.** Sole Bidder
	SIZE	**CASE/ UNITS**	**BID PRICE**
1.Metalwelding Rods (different gauges) 1a. Stainless steel welding Rod (different gauges)	7018 1/8	50 LBS	$ 85.00 50# can
	7018 5/32	50 LBS	$ 88.00 50# can
	6011 1/8	50 LBS	$ 120.00 50# can
	6011 5/32	50 LBS	$ 117.00 50# can
	6011 3/32	50 LBS	$ 125.05 50# can
2. Rod keeper (storage system)		10-50LBS	$ 120.85 - 10# $ 212.05 - 50#
3. Aluminum welding Rods (different gauges)	#35 1/8	5 LBS	$ 51.75 (5 lb tube)
[redacted]			
5. Torch RD-45	1/8 Steel	1 LB	No Bid
	3/32	1 LB	No Bid
[redacted]			
7. Torch Brass	1/8	1 LB	$9.75 lb (3 lb minimum)
	5/32	1 LB	No Bid
8. Oxygen (for welding gas)	**CYLINDER SIZE**		**BID PRICE**
	21 Series		$.5.00
	80 Series		$ 7.00
	100 Series		$ 6.75
	125 series		$ 6.75
	200 Series		$ 8.95
9. Acetylene, (for welding gas)	# 3		$ 19.00
	# 4		$ 0.24 c.f. (34.80 max)
	MC		$ 9.25
	100 Series		$ 0.24 c.f. / $24.00 ccf
10. Nitrogen (for welding gas)	19 Series		$ 6.15
	40		$ 6.75
11. Argon – CO2 75-25%-Mig welder- mild steel	20		No Bid
	40		No Bid
	80		No Bid
	100		No Bid
	125		$ 17.00
	200		$ 24.00
	300		$ 39.00
12. Welding Goggles standard (square frame, flip lens preferred)			$ 12.50 Jackson WS 85
13. Leather Welding Gloves (standard) all sizes S, M, L – 4 X	Mig Leather gloves		$ 11.50 S, M, L
	Tig Leather gloves		$ 11.50 S, M, L

14. Welding Helmets (2" with flip lens preferred)		$ 36.50 Fibermetal 906 grey
15. Jackson HSL1 Apprentice Quick Chance Hood		$ 105.50
16.Leather Jackets for Welders (complete)	Small	$ 49.50
	Medium	$ 49.50
	Large	$ 49.50

19. Bid Apron Leather 36" – 48"		$ 25.75
20. Lens Clear Huntsman "Nitro" Auto Darkening Inner Replacement	1-13/16" x 4-1/16"	$ 2.00
21. Torch Lighters (3 way)		$ 2.75

22. Torch Tips	Medium Torch 100 Series	Tip Type 0-3-101	Size	BID PRICE
		Cutting Tip Org. Victor	03-101 Victor	$ 11.50
		Welding Tip Victor or equalivant to	#0-W-1	$ 38.75
			#1-W-1	$ 38.75
			#2-W-1	$ 38.75
			#3-W-1	$ 38.75
		Heating Tip	Rosebud Victor 8 or equalivant to	$ 71.00
	Large Torch 300 Series	Tip Type 1-010-1	Size	BID PRICE
		Cutting Tip Org. Victor	0-1-101 Victor	$ 11.50
		Welding Tip Victor 2 or equalivant to	#0-W	$ 42.50
			#1-W	$ 42.50
			#2-W	$ 42.50
			#3-W	$ 42.50
		Heating	Rosebud Victor 8 or equalivant to	$ 101.86

23. Torch Gauges-Replacement Gauges for regulators are preferred a) Victor b) Victor CSR150CR	a) Victor	1 ½" gauge	$ 13.00
		2 " gauge	$ 13.00
		2 1/2" gauge	$ 13.00
	b)Victor CR150CR	1 ½" gauge	$ 13.00
		2 " gauge	No Bid
		2 1/2" gauge	No Bid

24. Torch Hoses – "R" and "T"	Size	"R"	"T"
	25 ft x ¼	$ 20.50	$ 23.00
	50 ft x ¼	$ 34.00	$ 43.00
	100 ft x ¼	$ 65.00	$ 76.00

25. Torches -Complete Kit is preferred with handle and cutting attachments	Small 100 Series	$ 190.00
	Medium 300 Series	$ 270.00

26. Rental of Cylinder (as needed)	Gas	Tank Size	BID PRICE
	Oxygen	80 Series	$ 0.195
		100 Series	$ 0.195
		200 Series	$ 0.195
	Acetylene	100 Series	$ 0.195

28. Tip cleaner- Standard		$ 1.95
29. Flat Soap Stone-Standard Square		$ 0.06
30. Soap Stone Holder		$ 0.82
31. Safety Glasses - High Impact Protector Z94.3	Dark	$ 4.00
	Clear	$ 4.00
32. Cutting Dark Gloggles		$ 12.50 Jac ws 85

33. Welding Cable liners-.030 (for Millermatic 135) OEM Miller or equival to-Profax 194011		.030	$ 12.50	
34. Nozzle tip protector-(slip on type for Millermatic 135)			No Bid	
35. Welder Tips-.030 (for Millermatic 135) contact tip		.030	$ 0.45	
36. Welding Wire-Spools-.030(Flux Coated) 1-lb – 10 lb no shield gas		.030	$ 9.25 spl 2lb $ 40.00 spl 10lb	
37. Griding Disc-Screw On- 4.1/2 x ¼ x 5/8-11			$ 2.20	
38. Sanding Disc-Screw On-4.1/2 x ¾ x 7/8 (Med.coarse grid-Zircowia flap disc) Hub style Sizes:Z-40 grit, Z-60 grit, Z-80, Z-100 grit			No Bid	
39. Chop Saw blades-14 x 3/32 x 1			$ 6.30	
40. Strikers 1 & 3 flints			$ 1.50 single $ 2.75 triple	
41. Flints 1 & 3 flint replacement sets			$ 0.65 single 5 pk $ 1.85 triple replacem't	
42. Spring Handle Cross Chisel & Pick Hammer			$ 5.30	
43. Head Gear w/ clear visor(CEPMPH-CL) & dark shade 5			$ 17.63 head gear $ 9.96 shield-clear $ 12.74 shield shade- 5.0	
44. Maximum-Hazardous Material Fee			$ 5.00	
			BID PRICE	
45. Plastic Rod Canister (Rod Guards)	14" (water tight-standard)		$ 6.57	
46. Flash back Arrestors			$ 43.50 regulator	
47. Electrodes Holder			$ 15.18 200 amp	
48. Ground Clamp			$ 9.99 500 amp steel	
49. Cable connectors- male & female			$ 13.97 LC 40	
50. Ball point lugs			$ 1.00 #1 & 2 cable	
51. Female Terminals			No Bid	
52.Leather Sleeves protectors			$ 18.43 (23" adjustable leather sleeve)	
53. Quick Connect sets			$ 31.00 torch to hose	
54. Welding Cable Liners (Millermatic 135)	Size			
	.035		$ 12.50	
55. Welding Tips-(Millermatic 135) Contact tip	.035		$ 0.45	
56. Adaptor for Flux Core			No Bid	
57. Nozzle tip for shield gas			No Bid	
58. Tungsten tip for Tig – Pure tungsten - Sizes - 1/16, 3/32, 1/8 - 2% Thoriated - Sizes - 1/16, 3/32, 1/8			$9.83, $19.64, $34.21 (2 % thoriated tungsten pk of 10)	
59. Flux Cored welding wire-used with Shielding gas	.030	.035	No Bid	
60. Flux Cored welding wire- self shielded wire	.030	.035	$ 40.00 / $32.89	
61. Flux coated (ET-IT-GS) mild steel		.035	No Bid	
62. Carbon Steel-(70S-6) mild steel	.030	.035	$ 14.93 / $ 14.61	
63.Stainless Steel (ER 308LSI) 1 lb	.030	.035	No Bid / $ 17.91	
			BID PRICE	
64. Grinding Disc with hub size: 7 1/4x5/8-11 large			$ 4.03	
65. Wire cup brush 2 ¾ x 5/8-11			$ 9.25	
66. Standard Twist wire wheel 4" x 5/8-11			$ 12.74	
67. Stringer Bead knot wheel 6"x 5/8-11			$ 15.60	
68. Shaft Knot wheel brush 3" x 1/4			No Bid	
69. Flow gauge- for CO2 Argon for Mig & Tig welding			$ 43.00	
70. High Purity Regulator for Nitrogen			No Bid	
72. Mig Welding Machine 120 volt-180 volt, 208 volt, 240 volts single & triple face			No Bid	
73. Welding Screens 75"w x 5'h			No Bid	
74. Replacement Mig gun (millermatic 135)			$ 136.66	
75. Replacement parts for: Miller, Millermatic 135, Lincoln welder & Miller Arc Welder Cord ,Spool sprocet and electrical components OEM parts			No Bid	
76. Auto Dark welding helmet multi shade 10-12 Large mask lens for Mig & Tig welding			$ 175.00 Viking	
82. Tri-Gas Argon-CO2-Helium 7.5%-2.5-90% for stainless steel - All Sizes	Series			
	20	125	No Bid	No Bid
	40	200	No Bid	No Bid
	80	300	No Bid	No Bid
	100		No Bid	
83. Aluminum - ER 4043 - and 1lb – 1	.030	.035	$ 6.99	$ 6.42
ER 4356 - and 1-1b	.030	.035	$ 5.56	$ 6.52
84. Hand Held wire brush – mild & stainless steel			$ 1.20 m.s.	$ 1.65 s.s.
85. Refill of Co. owned cylinders- all series – Argon CO2- Tri-gas-Nitrogen			Same as page 1 (same prices as Items 8 thru 11)	

Oxgen (welding gas)	21 series	$5.00
	80 series	$ 7.00
	100 series	$ 6.75
	125 series	$ 6.75
	200 series	$ 8.95
Acetylene (welding gas)	# 3	$ 19.00
	# 4	$ 0.24 c.f. (34.80 max)
	MC	$ 9.25
	100 Series	$ 0.24 c.f. ($ 24.00 ccf)
Nitrogen (for welding gas)	19 Series	$ 6.15
	40	$ 6.75
Argon – CO2 75-25%-Mig welder- mild steel	20	No Bid
	40	No Bid
	80	No Bid
	100	No Bid
	125	$ 17.00
	200	$ 24.00
	300	$ 39.00

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

RFB-RFP-RFQ

BID OPENING DATE: February 02, 2011 **BID OPENING TIME:** 9:30 A.M

DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY (All Sources, Programs and Entities) " WELDING SUPPLIES and OTHER MISC. ITMES"

BID NO: 2011-028a-02-03-SGS

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST VIA*	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1.) Weldinghouse, Inc. Attn: Roel Davila	e-mail	Sandy Suarez	01/26/11	2901 N. Sugar Rd. Pharr, TX. 78577 P# 682-6844 F# 631-8749 rdavila@weldinghouse.com
2.) Airgas Attn: Rey Garcia Jr.	e-mail	Sandy Suarez	01/26/11	201 N. 23rd St. McAllen, TX. 78501 P# 956-686-7622 F# 956-682-6936 donald.martinez@airgas.com
3.) AOC Welding Supply Attn: Fernando	e-mail	Sandy Suarez	01/26/11	2508 S. 23rd St. McAllen, TX. 78501 P# 956-682-0181 F# 956-682-5338 fernando@aoctx.com
4.) United Welding Supply Attn: Frank	e-mail	Sandy Suarez	01/26/11	3206 Richasrson Rd. Ste E. Edinburg, TX. 78541 P# 956-316-1198 F# 316-1158 fjmel@msn.com
5.) Scott-Gross Company, Inc. Attn: Ted Osborn, Jr. Branch Mgr.	e-mail	Sandy Suarez	01/26/11	704 Holmes Street Frankfort, KY 40601 P#502-227-8257 F#502-227-8258 frankfort@scottgross.com
6.) Discount Iron Works	e-mail	Sandy Suarez	01/26/11	144 Souix Rd. Alamo, TX. 78516 P# 956-787-7033 or 227-1211 agonzalezdiw@sbcglobal.net mgonzalezdiw@sbcglobal.net
7.) Retco Alloy Co. Attn: Jeff Holm	e-mail	Sandy Suarez	01/26/11	820 Sivert Dr. P#800-722-3307 F#888-422-3307 jeff@retcoalloy.com
8.) Prime Vendor Inc. Attn: Carysa Morse	e-mail	Sandy Suarez	01/26/11	4622 Cedar Ave Ste # 123 Wilmington, N.C. 28403-4429 P# 800-746-9554 F#800-746-8307 Bids17@prime-vendor.com
9) Coastal Welding Supply Attn: Robert Ramirez	e-mail	Sandy Suarez	01/26/11	(409)-838-3757

10) MATHESON TRI-GAS Attn: Reynaldo Rivera	IP	Sandy Suarez	01/31/11	1801 W. Highway 77 San Benito, TX. 78586 P# 956-399-2706 F#956-399-6045 C#956-867-1331 rrivera@matheson-tirgas.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)

sandy.suarez

From: Norma Ceballos [norma.ceballos@co.hidalgo.tx.us]
Sent: Thursday, March 17, 2011 11:36 AM
To: 'sandy.suarez'
Subject: RE: 2011-028a-02-02-SGS "Welding Supplies and Other Items" Account NSF

Hello Sandy,

Transfer submitted, agenda item 25841 for 3-29-11

From: sandy.suarez [mailto:sandy.suarez@co.hidalgo.tx.us]
Sent: Wednesday, March 16, 2011 1:31 PM
To: 'Norma Ceballos'
Subject: 2011-028a-02-02-SGS "Welding Supplies and Other Items" Account NSF
Importance: High

Hi Norma,

Can you please call me? This is in regarding one of your accounts 1-1100-452-00-123-008-0-623, It's showing nsf.

Thank you,
Sandy Suarez, Buyer II
Hidalgo County Purchasing Department
2802 South Bus. Hwy 281
Edinburg, Texas 78539
(956) 292-7000 ext. 4860
(956) 318-2629 fax
sandy.suarez@co.hidalgo.tx.us

COMPARISON SHEET

"Welding Supplies and Other Misc. Items"

2011-028a-02-02-SGS

HIDALGO COUNTY

"WELDING SUPPLIES AND OTHER MISC. ITEMS"

BID NO. 2011-028a-02-02-SGS | **BUYER: SANDY SUAREZ**

ITEM DESCRIPTIONS	SIZE	CASE/ UNITS	Weldinghouse Current-	Airgas Current-	Weldinghouse Proposed sole-bidder	Difference
			BID PRICE			
1.Metalwelding **Rods** (different gauges) 1a. Stainless steel welding **Rod** (different gauges)	7018 1/8	50 LBS		74.30	85.00	10.70
	7018 5/32	50 LBS		73.35	88.00	14.65
	6011 1/8	50 LBS		76.82	120.00	43.18
	6011 5/32	50 LBS		76.00	117.00	41.00
	6011 3/32	50 LBS		81.35	125.05	43.70
2. Rod keeper (storage system)		10-50LBS	205.00 50#		120.85 - 10# 212.05 - 50#	0.00 7.05
3. Aluminum welding **Rods** (different gauges)	#35 1/8	5 LBS		29.13 per lb 145.65 (5 lb)	51.75 (5 lb)	+ 93.90
4. Cast Iron **Rods** 99 % Cast	#35 5/32	5 LBS		38.76 per lb	No Bid	0.00
	#460 1/8	10 LBS		31.43 per lb	No Bid	0.00
5. Torch RD-45	1/8 Steel	1 LB		3.69	No Bid	0.00
	3/32	1 LB		3.70	No Bid	0.00
6. Alloy 144 Brass Electrode	1/8	1 LB		31.21 per lb	No Bid	0.00
	5/32	1		37.92 per lb	No Bid	0.00
7. Torch Brass	1/8	1 LB		13.47 lb	9.75 lb 3 lb min.	3.72
	5/32	1 LB		10.95 10#	No Bid	0.00
8. Oxygen (for welding gas)	**CYLINDER SIZE**					
	21 Series		-		5.00	0.00
	80 Series		5.60		7.00	1.40
	100 Series		6.25		6.75	0.50
	125 series		-		6.75	0.00
	200 Series		8.80		8.95	0.15
9. Acetylene, (for welding gas)	# 3				19.00	0.00
	# 4				0.24 c.f. (34.80 max)	0.00
	MC				9.25	0.00
	100 Series		.1990 cf		0.24 c.f. 24.00 ccf	0.05
10. Nitrogen (for welding gas)	19 Series		-	-	6.15	0.00
	40		-	-	6.75	0.00
11. Argon – CO2 75-25%-Mig welder- mild steel	20		-	-	No Bid	0.00
	40		-	-	No Bid	0.00
	80		-	-	No Bid	0.00
	100		-	-	No Bid	0.00
	125		-	-	$ 17.00	0.00
	200		-	-	$ 24.00	0.00
	300		-	-	$ 39.00	0.00
12. Welding Goggles standard (square frame, flip lens preferred)			9.50		12.50 Jackson WS 85	3.00
13. Leather Welding Gloves (standard) all sizes S, M, L – 4 X	Mig Leather gloves		-	3.96	11.50	7.54
	Tig Leather gloves		-	-	11.50	0.00
14. Welding Helmets (2" with flip lens preferred)				29.17	36.50 Fibermetal 906 grey	7.33

15. Jackson HSL1 Apprentice Quick Chance Hood		-	-	105.50	0.00
16.Leather Jackets for Welders (complete)	Small	39.80	-	49.50	9.70
	Medium	39.80	-	49.50	9.70
	Large	39.80	-	49.50	9.70

17. Doo- Rag Flame Retardant Cap and/or Beanies		-	4.50	-	0.00
18.Welding Blanket Coated Fiberglass and Acrylic Coated	30 oz	-	27.36	-	0.00
19. Bid Apron Leather 36" – 48"		-	22.19	25.75	3.56
20. Lens Clear Huntsman "Nitro" Auto Darkening Inner Replacement	1-13/16" x 4-1/16"	1.65	-	2.00	0.35
21. Torch Lighters (3 way)		2.30	-	2.75	0.45

22. Torch Tips	Medium Torch 100 Series	**Tip Type 0-3-101**	**Size**	**Weldinghouse**	**Airgas**	**Weldinghouse**	**Difference**
		Cutting Tip Org. Victor	03-101 Victor	9.75	-	11.50	1.75
		Welding Tip Victor or equalivant to	#0-W-1	-	34.79	38.75	3.96
			#1-W-1		34.79	38.75	3.96
			#2-W-1		34.79	38.75	3.96
			#3-W-1		34.79	38.75	3.96
		Heating Tip	Rosebud Victor 8 or equalivant to	59.80	-	71.00	11.20
	Large Torch 300 Series	**Tip Type 1-010-1**	**Size**				
		Cutting Tip Org. Victor	0-1-101 Victor	9.75		11.50	1.75
		Welding Tip Victor 2 or equalivant to	#0-W	-	34.79	42.50	7.71
			#1-W		34.79	42.50	7.71
			#2-W		34.79	42.50	7.71
			#3-W		34.79	42.50	7.71
		Heating	Rosebud Victor 8 or equalivant to	-	72.03	101.86	29.83

23.Torch Gauges- Replacement Gauges for regulators are preferred a) Victor b)Victor CSR150CR	a) Victor	1 ½" gauge	-	89.00	13.00	76.00
		2 " gauge	-	-	13.00	0.00
		2 1/2" gauge	-	-	13.00	0.00
	b)Victor CR150CR	1 ½" gauge	-	89.00	13.00	76.00
		2 " gauge	-	-	No Bid	0.00
		2 1/2" gauge	-	-	No Bid	0.00

24. Torch Hoses – "R" and "T"	**Size**	**R**	**T**	**R**	**T**	**R**	**T**	**R**	**T**
	25 ft x ¼	-	-	-	21.15	20.50	23.00	-	1.85
	50 ft x ¼	-	-	-	36.52	34.00	43.00	-	6.48
	100 ft x ¼	-	-	-	72.26	65.00	76.00	-	3.74

25. Torches -Complete Kit is preferred with handle and cutting attachments	**Small** 100 Series	168.00	-	190.00	22.00
	Medium 300 Series	269.00	-	270.00	1.00

26. Rental of Cylinder (as needed)	**Gas**	**Tank Size**			
	Oxygen	80 Series	0.195	-	0.195	same
		100 Series	0.195	-	0.195	same
		200 Series	0.195	-	0.195	same
	Acetylene	100 Series	0.195	-	0.195	same

27. No. 1 AWG-Cable (by feet) copper sizes 2,4,-1/0,2/0, 3/0, 4/0	1.18 ft	-	-	0.00
28. Tip cleaner- Standard	1.60	-	1.95	0.35
29. Flat Soap Stone-Standard Square	-	8.00 bx	0.06	-
30. Soap Stone Holder	-	-	0.82	0.00
31. Safety Glasses - High Impact Protector Z94.3	-	1.53	4.00	2.47

Dark Clear	-	2.02	4.00	1.98
32. Cutting Dark Gloggles	-	5.95	12.50 Jac ws 85	6.55
33. Welding Cable liners (for Millermatic 135) OEM Miller or equival to- Profax 194011 -.030	12.00	-	12.50	0.50
34. Nozzle tip protector-(slip on type for Millermatic 135)	5.69	-	-	0.00
35. Welder Tips- (for Millermatic 135) contact tip .030	0.56	-	0.45	+ 0.11
36. Welding Wire-Spools-.030(Flux Coated) 1-lb – 10 lb no shield gas .030	38.95	-	9.25 spl 2lb 40.00 spl 10lb	- 1.05
37. Griding Disc-Screw On- 4.1/2 x ¼ x 5/8-11	-	2.13	2.20	0.07
38. Sanding Disc-Screw On-4.1/2 x ¾ x 7/8 (Med.coarse grid-Zircowia flap disc) Hub style Sizes:Z-40 grit, Z-60 grit, Z-80, Z-100 grit	-	-	-	-
39. Chop Saw blades-14 x 3/32 x 1	-	5.20	6.30	1.10
40. Strikers 1 & 3 flints	- 2.30	-	1.50 sgl 2.75 trpl	- 0.45
41. Flints 1 & 3 flint replacement sets	- 1.70	-	0.65 sgl 5 pk 1.85 tril replm't	- 0.15
42. Spring Handle Cross Chisel & Pick Hammer	-	-	5.30	0.00
43. Head Gear w/ clear visor(CEPMPH-CL) & dark shade 5	-	-	17.63 head gr 9.96 shield-clr 12.74 shld shd 5	0.00
44. Maximum-Hazardous Material Fee	-	-	5.00	0.00
			BID PRICE	
45. Plastic Rod Canister (Rod Guards) 14" (water tght-strd)	-	-	6.57	0.00
16" (water tght-tig brazing rods)	-	-	-	0.00
46. Flash back Arrestors	-	-	43.50 regulator	0.00
47. Electrodes Holder	-	-	15.18 200 amp	0.00
48. Ground Clamp	-	-	9.99 500 amp stl	0.00
49. Cable connectors- male & female	-	-	13.97 LC 40	0.00
50. Ball point lugs	-	-	1.00 #1- 2 cbl	0.00
51. Female Terminals	-	-	-	0.00
52.Leather Sleeves protectors	-	-	18.43 23" adj slv	0.00
53. Quick Connect sets torch to hose	-	-	31.00	0.00
54. Welding Cable Liners (Millermatic 135) .035	-	-	12.50	0.00
55. Welding Tips-(Millermatic 135) Contact tip .035	-	-	0.45	0.00
56. Adaptor for Flux Core	-	-	-	-
57. Nozzle tip for shield gas	-	-	-	-
58. Tungsten tip for Tig – Pure tungsten - Sizes-1/16, 3/32, 1/8 - 2% Thoriated – Sizes - 1/16, 3/32, 1/8	-	-	9.83, 19.64, 34.21 (pk 10) 2% thoriated	0.00
59. Flux Cored welding wire-used with Shielding gas .030-.035	-	-	-	0.00
60. Flux Cored welding wire- self shielded wire .030-.035	-	-	40.00 /32.89	0.00
61. Flux coated (ET-IT-GS) mild steel .035	-	-	-	0.00
62. Carbon Steel-(70S-6) mild steel .030-.035	-	-	14.93 / 14.61	0.00
63.Stainless Steel (ER 308LSI) 1 lb .030-.035	-	-	- / 17.91	0.00
64. Grinding Disc with hub size: 7 1/4x5/8-11 large	-	-	4.03	0.00
65. Wire cup brush 2 ¾ x 5/8-11	-	-	9.25	0.00
66. Standard Twist wire wheel 4" x 5/8-11	-	-	12.74	0.00
67. Stringer Bead knot wheel 6"x 5/8-11	-	-	15.60	0.00
68. Shaft Knot wheel brush 3" x 1/4	-	-	-	0.00
69. Flow gauge- for CO2 Argon for Mig & Tig welding	-	-	43.00	0.00
70. High Purity Regulator for Nitrogen	-	-	-	0.00
71. Brazing Alloy Safety Silv - 15,45 & 56	-	-	-	-
72. Mig Welding Machine 120 -180 , 208 , 240 vlts single & triple face	-	-	-	-
73. Welding Screens 75"w x 5'h	-	-	-	-
74. Replacement Mig gun (millermatic 135)	-	-	136.66	0.00
75. Replacement parts for: Miller, Millermatic 135, Lincoln welder & Miller Arc Welder Cord ,Spool sprocet and electrical components OEM parts	-	-	-	-

76. Auto Dark welding helmet multi shade 10-12 Lg mask lens Mig-Tig			-		-		175.00 Viking		0.00
77. Tig Weld Rods 30"- 36" (mld stl) ER-70S 6 1/16 – 3/32 – 1/8 – 5/32			-		-		-		-
78. Stainless steel ER-308-L 1/16 – 3/32 – 1/8 – 5/32			-		-		-		-
79. Aluminum ER-4043 1/16 – 3/32 – 1/8 – 5/32			-		-		-		-
80. Aluminum ER- 5356 1/16 – 3/32 – 1/8 – 5/32			-		-		-		-
81. Mild Steel ER-80S6 1/16 – 3/32 – 1/8 – 5/32			-		-		-		-
82. Tri-Gas Argon-CO2-Helium 7.5%-2.5-90% for stainless steel - All Sizes	Series								
	20	125	-	-	-	-	-	-	-
	40	200	-	-	-	-	-	-	-
	80	300	-	-	-	-	-	-	-
	100		-	-	-	-	-	-	-
83. Aluminum - ER 4043 - and 1lb – 1	.030	.035	-	-	-	-	6.99	6.42	0.00
ER 4356 - and 1-1b .	.030	.035	-	-	-	-	5.56	6.52	0.00
84. Hand Held wire brush – mild & stainless steel	m.s.	s.s.	-	-	-	-	1.20	1.65	0.00

85. Refill of Co. owned cylinders- all series – Argon CO2- Tri-gas-Nitrogen		Same as page 1 (same prices as Items 8 thru 11)			
Oxgen (welding gas) series 21		-	-	5.00	0.00
		-	-	7.00	0.00
	80	-	-	6.75	0.00
	100	-	-	6.75	0.00
	125 200	-	-	8.95	0.00
Acetylene (welding gas)	#3 #4	-	-	19.00	0.00
		-	-	0.24 cf (34.80 mx)	0.00
	MC	-	-	9.25	0.00
	100 Series	-	-	0.24 .f. 24.00 ccf	0.00
Nitrogen (for welding gas)	19 Series	-	-	6.15	0.00
	40	-	-	6.75	0.00
Argon – CO2 75-25%-Mig welder- mild steel	20	-	-	-	-
	40	-	-	-	-
	80	-	-	-	-
	100	-	-	-	-
	125	-	-	17.00	0.00
	200	-	-	24.00	0.00
	300	-	-	39.00	0.00

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1100-432-00-121-001-0-442	PCT1 SANITATION-EQUIP & VEHICLE RENTALS	2,000.00	39.00	853.20	853.20	1,107.80	44.61
1-1100-432-00-121-001-0-613	PCT1 SANITATION-SAFETY SUPPLIES	4,000.00	1,109.25	103.60	103.60	2,787.15	30.32
1-1100-432-00-121-001-0-671	PCT1 SANITATION-BLDG&OTHR STRUC R&M SUPP	5,600.00	2,578.26	1,300.80	1,300.80	1,720.94	69.27
1-1100-432-00-121-001-0-679	PCT1 SANITATION-OTHER R&M SUPPLIES	7,000.00	346.85	1,141.25	1,141.25	5,511.90	21.26
1-1100-432-00-122-001-0-442	PCT2 SANITATION-EQUIP & VEH RENTALS	500.00	.00	.00	.00	500.00	.00
1-1100-432-00-122-001-0-613	PCT2 SANITATION-SAFETY SUPPLIES	100.00	.00	.00	.00	100.00	.00
1-1100-432-00-123-001-0-442	PCT3 SANITATION-EQUIP & VEHICLE RENTALS	3,575.00	1,331.12	270.18	270.18	1,973.70	44.79
1-1100-432-00-123-001-0-613	PCT3 SANITATION-SAFETY SUPPLIES	2,000.00	500.60	288.16	288.16	1,211.24	39.44
1-1100-432-00-123-001-0-671	PCT3 SANITATION-BLDG&OTHER STRUC R&M SUP	1,500.00	470.90	151.96	151.96	877.14	41.52
1-1100-432-00-123-001-0-679	PCT3 SANITATION-OTHER R&M SUPPLIES	5,125.00	323.61	1,105.49	1,105.49	3,695.90	27.88
1-1100-432-00-124-001-0-442	PCT4 SANITATION-EQUIP & VEHICLE RENTALS	1,000.00	752.75	162.25	162.25	85.00	91.50
1-1100-432-00-124-001-0-613	PCT4 SANITATION-SAFETY SUPPLIES	500.00	.00	.00	.00	500.00	.00
1-1100-452-00-121-013-0-442	PCT1 PARKS-EQUIP & VEHICLE RENTALS	6,000.00	1,041.50	36.00	36.00	4,922.50	17.96
1-1100-452-00-121-013-0-613	PCT1 PARKS-SAFETY SUPPLIES	3,000.00	459.00	325.20	325.20	2,215.80	26.14
1-1100-452-00-121-013-0-623	PCT1 PARKS-BOTTLED GAS	1,350.00	250.00	.00	.00	1,100.00	18.52
1-1100-452-00-121-013-0-671	PCT1 PARKS-BLDG & OTHR STRUC R&M SUPPL	11,500.00	4,169.46	1,236.94	1,236.94	6,093.60	47.01
1-1100-452-00-121-013-0-679	PCT1 PARKS-OTHER R&M SUPPLIES	12,000.00	7,531.02	1,583.53	1,583.53	2,885.45	75.95
1-1100-452-00-122-008-0-442	PCT2 PARKS-EQUIP & VEHICLE RENTALS	300.00	.00	.00	.00	300.00	.00
1-1100-452-00-122-008-0-613	PCT2 PARKS-SAFETY SUPPLIES	1,500.00	.00	.00	.00	1,500.00	.00
1-1100-452-00-122-008-0-623	PCT2 PARKS-BOTTLED GAS	50.00	.00	.00	.00	50.00	.00
1-1100-452-00-122-008-0-671	PCT2 PARKS-BLDG & OTHR STRUC R&M SUPPL	3,000.00	1,075.95	.00	.00	1,924.05	35.87
1-1100-452-00-122-008-0-679	PCT2 PARKS-OTHER R&M SUPPLIES	10,000.00	583.98	304.15	304.15	9,111.87	8.88
1-1100-452-00-123-008-0-442	PCT3 PARKS-EQUIP & VEHICLE RENTALS	4,000.00	550.20	374.80	374.80	3,075.00	23.13
1-1100-452-00-123-008-0-613	PCT3 PARKS-SAFETY SUPPLIES	1,000.00	362.04	.00	.00	637.96	36.20
1-1100-452-00-123-008-0-623	PCT3 PARKS-BOTTLED GAS	200.00	200.00	.00	.00	.00	100.00
1-1100-452-00-123-008-0-671	PCT3 PARKS-BLDG & OTHR STRUC R&M SUPPL	15,000.00	1,560.92	397.74	397.74	13,041.34	13.06
1-1100-452-00-123-008-0-679	PCT3 PARKS-OTHER R&M SUPPLIES	6,050.00	1,122.33	1,506.84	1,506.84	3,420.83	43.46
1-1100-452-00-124-009-0-613	PCT4 PARKS-SAFETY SUPPLIES	500.00	.00	.00	.00	500.00	.00
1-1100-452-00-124-009-0-671	PCT4 PARKS-BLDG&OTHR STRUC R&M SUPPL	2,000.00	283.31	260.78	260.78	1,455.91	27.20
1-1100-466-00-121-050-0-613	PCT1 CRC-SAFETY SUPPLIES	1,000.00	.00	.00	.00	1,000.00	.00
1-1100-466-00-121-050-0-679	PCT1 CRC-OTHER R&M SUPPLIES	250.00	.00	.00	.00	250.00	.00
1-1100-466-00-122-018-0-442	PCT2 CRC-EQUIP & VEHICLE RENTALS	2,500.00	1,681.38	146.99	146.99	671.63	73.13
1-1100-466-00-122-018-0-613	PCT2 CRC-SAFETY SUPPLIES	100.00	.00	.00	.00	100.00	.00
1-1100-466-00-122-018-0-679	PCT2 CRC-OTHER R&M SUPPLIES	285.00	.00	.00	.00	285.00	.00
1-1100-466-00-122-082-0-442	PCT2 CRC (S.TOWER)-EQUIP & VEH RENTALS	30.00	7.50	7.50	7.50	15.00	50.00
1-1100-466-00-122-082-0-613	PCT2 CRC (S.TOWER)-SAFETY SUPPLIES	125.00	.00	28.02	28.02	96.98	22.42

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1100-466-00-122-082-0-679	PCT2 CRC (S.TOWER)-OTHER R&M SUPPLIES	285.00	38.94	38.85	38.85	207.21	27.29
1-1200-431-00-121-004-0-442	PCT1 RD ADM-EQUIP & VEHICLE RENTALS	2,524.50	61.50	29.00	29.00	2,434.00	3.58
1-1200-431-00-121-004-0-613	PCT1 RD ADM-SAFETY SUPPLIES	150.00	.00	.00	.00	150.00	.00
1-1200-431-00-121-004-0-671	PCT1 RD ADM-BLDG&OTHR STRUC R&M SUPPL	5,727.79	1,824.10	337.16	337.16	3,566.53	37.73
1-1200-431-00-121-004-0-679	PCT1 RD ADM-OTHER R&M SUPPLIES	2,428.48	555.11	43.15	43.15	1,830.22	24.64
1-1200-431-00-121-005-0-442	PCT1 P/U RD-EQUIP & VEHICLE RENTALS	14,857.85	416.14	122.86	122.86	14,318.85	3.63
1-1200-431-00-121-005-0-613	PCT1 P/U RD-SAFETY SUPPLIES	26,615.85	3,050.17	3,845.26	3,845.26	19,720.42	25.91
1-1200-431-00-121-005-0-623	PCT1 P/U RD-BOTTLED GAS	2,248.45	349.39	150.61	150.61	1,748.45	22.24
1-1200-431-00-121-005-0-671	PCT1 P/U RD-BLDG & OTHR STRUC R&M SUPPL	7,000.00	1,966.07	3,071.03	3,071.03	1,962.90	71.96
1-1200-431-00-121-005-0-679	PCT1 P/U RD-OTHER R&M SUPPLIES	30,052.30	1,988.66	6,992.42	6,992.42	21,071.22	29.88
1-1200-431-00-122-004-0-442	CO SHOP-EQUIP & VEHICLE RENTALS	944.04	178.94	15.10	15.10	750.00	20.55
1-1200-431-00-122-004-0-613	CO SHOP-SAFETY SUPPLIES	400.00	.00	.00	.00	400.00	.00
1-1200-431-00-122-004-0-623	CO SHOP-BOTTLED GAS	480.27	148.53	31.74	31.74	300.00	37.54
1-1200-431-00-122-004-0-671	CO SHOP-BLDG&OTHR STRUC R&M SUPPL	200.00	.00	.00	.00	200.00	.00
1-1200-431-00-122-004-0-679	CO SHOP-OTHER R&M SUPPLIES	4,000.00	580.69	526.00	526.00	2,893.31	27.67
1-1200-431-00-122-005-0-442	PCT2 RD ADM-EQUIP & VEHICLE RENTALS	4,100.00	2,666.80	218.20	218.20	1,215.00	70.37
1-1200-431-00-122-005-0-613	PCT2 RD ADM-SAFETY SUPPLIES	250.00	103.46	.00	.00	146.54	41.38
1-1200-431-00-122-005-0-671	PCT2 RD ADM-BLDG & OTHER STRUC R&M SUPPL	1,500.00	871.89	.00	.00	628.11	58.13
1-1200-431-00-122-005-0-679	PCT2 RD ADM-OTHER R&M SUPPLIES	300.00	.00	149.56	149.56	150.44	49.85
1-1200-431-00-122-006-0-442	PCT2 P/U RD-EQUIP & VEHICLE RENTALS	4,139.15	63.45	63.45	63.45	4,012.25	3.07
1-1200-431-00-122-006-0-613	PCT2 P/U RD-SAFETY SUPPLIES	3,500.00	.00	.00	.00	3,500.00	.00
1-1200-431-00-122-006-0-623	PCT2 P/U RD-BOTTLED GAS	764.53	264.53	.00	.00	500.00	34.60
1-1200-431-00-122-006-0-671	PCT2 P/U RD-BLDG & OTHER STRUC R&M SUPPL	1,000.00	.00	.00	.00	1,000.00	.00
1-1200-431-00-122-006-0-679	PCT2 P/U RD-OTHER R&M SUPPLIES	20,000.00	1,077.17	2,070.59	2,070.59	16,852.24	15.74
1-1200-431-00-123-004-0-442	PCT3 RD ADM-EQUIP & VEHICLE RENTALS	150.00	.00	.00	.00	150.00	.00
1-1200-431-00-123-004-0-671	PCT3 RD ADM-BLDG & OTHR STRUC R&M SUPPL	500.00	.00	.00	.00	500.00	.00
1-1200-431-00-123-005-0-442	PCT3 P/U RD-EQUIP & VEHICLE RENTALS	1,500.00	847.15	105.65	105.65	547.20	63.52
1-1200-431-00-123-005-0-613	PCT3 P/U RD-SAFETY SUPPLIES	8,016.99	573.48	1,020.18	1,020.18	6,423.33	19.88
1-1200-431-00-123-005-0-623	PCT3 P/U RD-BOTTLED GAS	2,223.85	605.82	486.18	486.18	1,131.85	49.10
1-1200-431-00-123-005-0-671	PCT3 P/U RD-BLDG & OTHR STRUC R&M SUPPL	16,620.45	6,587.23	.00	.00	10,033.22	39.63
1-1200-431-00-123-005-0-679	PCT3 P/U RD-OTHER R&M SUPPLIES	20,262.31	12,212.40	6,361.83	6,361.83	1,688.08	91.67
1-1200-431-00-124-005-0-442	PCT4 RD ADM-EQUIP & VEHICLE RENTALS	3,601.50	422.50	22.50	22.50	3,156.50	12.36
1-1200-431-00-124-005-0-671	PCT4 RD ADM-BLDG & OTHER STRUC R&M SUPPL	1,000.00	.00	.00	.00	1,000.00	.00
1-1200-431-00-124-007-0-442	PCT4 P/U RD-EQUIP & VEHICLE RENTALS	9,600.00	1,274.05	4,510.44	4,510.44	3,815.51	60.26
1-1200-431-00-124-007-0-613	PCT4 P/U RD-SAFETY SUPPLIES	60,808.07	9,242.92	23,264.96	23,264.96	28,300.19	53.46
1-1200-431-00-124-007-0-623	PCT4 P/U RD-BOTTLED GAS	500.00	113.80	136.20	136.20	250.00	50.00
1-1200-431-00-124-007-0-671	PCT4 P/U RD-BLDG & OTHER STRUC R&M SUPPL	1,000.00	224.20	.00	.00	775.80	22.42

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1200-431-00-124-007-0-679	PCT4 P/U RD-OTHER R&M SUPPLIES	25,822.77	9,254.81	11,931.60	11,931.60	4,636.36	82.05
1-1287-431-00-123-087-3-671	EECBG-BLDG&OTHR STRUC R&M SUPPL	6,372.92	.00	.00	.00	6,372.92	.00

AI-25904 **19.11.**

HCSO-Extension/Renewal-LCS Corrections Services, Inc.-E-10-154-03-23

CC REGULAR

Date:	03/28/2011
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

1. Approval of a correction to the current agreement (w/extension expiration date-3-30-11) between Hidalgo County and LCS Corrections Services, Inc. to reflect that last year's extension would be the seventh (7) of up to ten (10) possible term extensions and not the eighth as reflected on CC records;

2. Requesting authority to exercise the eigth (8th) year of the additional ten (10) one (1) year term extensions with LCS Corrections Services, Inc. as provided in contract for the: "Housing of Inmates" for Hidalgo County through Sheriff's Office, under the negotiated rate of $45.00/diem/inmate for _____ years with all other terms and conditions remaining the same effective: 03/31/11-03/30/12.

BACKGROUND

Memo approved by HCSO to proceed w/extension on 03/08/11
Letter of negotiations by LCS Corrections Svc Inc.
Contract document w/LCS

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-423-21-280-002-0-590

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

BUDGETARY IMPACT:

Available balance as of 3-24-11 $810,664.00

Attachments

Link: 03/08/11-memo apprvd by HCSO-

Link: 03/14/11-Letter from LCS (Increase)

Link: contract document

Link: 2010-Ext-E-10-154-0.-23 w/CC Mins

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/24/2011 03:36 PM	APRV
2	Budget & Management	Erika Zamora	03/24/2011 03:40 PM	APRV

3	Manuel Chapa	Manuel Chapa	03/24/2011 03:50 PM	APRV
4	Auditor's Office		03/25/2011 07:32 AM	NEW

Form Started By: Letty Saenz Started On: 03/23/2011 10:00 AM

Final Approval Date: 03/25/2011

PURCHASING DEPARTMENT
County Of Hidalgo

RECEIVED
MAR 08 2011
By 2:43pm

MEMORANDUM

To: Honorable Guadalupe Trevino, Sheriff
c/o **Anacleto Martinez, Chief Deputy** via email amartinez@hidalgoso.org
Juan Tapia, Procurement Specialist via email juantapia@hidalgoso.org
From: Leticia Saenz, CPPB, Contract Manager
Hidalgo County Purchasing Department

Date: March 05, 2011

Re: ***NOTICE OF INTENT TO EXTEND/RENEW VARIOUS CONTRACTS (SEE BELOW)***

Chief Martinez, please be advised that I will be placing the following contract for approval of extension on the next Commissioner's Court agenda for Tuesday, March 15, 2011:

Contract No.	Awarded Vendors	Title of Project	Extension Options Commencement/Expiration
C-09-025-03-24	LONE STAR UNIFORMS INC.	Purchase of New Bullet Proof Vests (Body Armor)	Exercising the additional one (1) year period 03/24/11 - 03/23/12
E-10-154-03-23	LCS CORRECTIONS SERVICES	Housing of County Inmates	Exercising the Nine (9th) Year of the additional Ten (10) One (1) Year periods 03/31/11 - 03/30/12
E-10-142-03-16	SECURE CONTROL SERVICES	Service & Maintenance for Adult Detention Electronic System	Exercising the Third (3rd) & FINAL Year period of the additional Three (3) One (2) Year Periods 04/07/11 - 04/06/12

Therefore, we hereby request that your department respond if you wish to continue to extend/renew these services. Provided under the current Contracts, Hidalgo County Commissioners' Court has the option to exercise the additional term as specified under the same rates, terms, and conditions for the above mentioned contract.

Please acknowledge receipt and approval to exercise this **"option"** for the contracts specified above by signing below and returning to the Purchasing Department via facsimile to (956) 318-2629 or via e-mail to leticia.saenz@co.hidalgo.tx.us by no later than Monday, March 7, 2011 in order to proceed with placement for approval on the next Commissioner's Court Agenda.

YES ✓ I do wish to obtain the one (1) year period extension.
NO _____ I do not wish to obtain the one (1) year period extension. If No, please comment: _____

Hidalgo County Sheriff's Office
Authorized Signature: _____ **Date:** 3/8/11

Thank you for your prompt attention and cooperation to this important matter. Should you require further assistance, please do not hesitate to contact me at (956) 292-7000 x-4861.

xc: File

Leticia Saenz

From: Jerry Gottlieb [JWGottlieb@Frontier.com]
Sent: Friday, March 25, 2011 6:59 AM
To: leticia.saenz@co.hidalgo.tx.us
Cc: 'Michael LeBlanc'; 'Richard Harbison'
Subject: LCS Contract Renewal

Leticia:

This will confirm that we have agreed to renew the current agreement at the per diem rate of $45.00 (representing an increase of $3.00). We have agreed that in consideration of this increase LCS will hold this rate for at least a two year period. We also understand and agree with your computation that this is in fact the 8th year of the agreement rather than the 9th. If you would like to have the Judge's letter revised to reflect these two changes I will be glad to countersign it and return a copy.

Should you have any questions or require further information, please feel free to contact us.

Jerry Gottlieb, Esq.
Chairman of the Board
LCS Corrections Services, Inc.
(727) 791-1977

Leticia Saenz

From: Anacleto Martinez [anacleto.martinez@hidalgoso.org]
Sent: Wednesday, March 23, 2011 11:39 AM
To: 'Martha Salazar'; 'Leticia Saenz'
Cc: sheriff.trevino@hidalgoso.org; Daniel.Garcia@hidalgoso.org; Rene.Gonzalez@hidalgoso.org; Armando.Campos@hidalgoso.org; Raul Silguero; dina.trevino@co.hidalgo.tx.us
Subject: RE: LCS Respons/Supportive Documentation-Per diem increase

Ms. Salazar,

After reviewing the justification submitted by LCS, Inc to increase their daily rate from $42.00 to $46.00, we are of the opinion that the proposed increased rate is not totally justified.

In forming our opinion, we referred back to our historical data as it relates to LCS, Inc.[1] We noticed that in 2006 LCS, Inc requested and received an increase of $0.75 from a rate of $39.25 to $40.00. In 2009, LCS, Inc. requested and received a two dollar ($2.00) increase from $40.00 to $42.00 after holding their rate for two years and nine months. The Sheriff's Office agreed that the rate increase was justified.

In 2010, however, in the mist of one of the worst recessions, LCS, Inc requested another $2.00 increase. After conferring with their management staff, and explaining the financial uncertainty of the County and the Nation as a whole, LCS, Inc. agreed to hold their rate at $42.00.

Now in 2011, LCS, Inc. is requesting a four dollar ($4.00) rate increase. They are proposing moving from $42.00 to $46.00 per day. It is our belief that LCS is trying to recoup the $2.00 requested in 2010 and an additional $2.00 for 2011. As a justification, LCS, Inc has indicated increased costs in utilities, workman compensation insurance and management expenses that include debt service. LCS has attributed these costs to the construction of two new buildings and the up-grading of four other buildings.

The Sheriff's Office position is that LCS has not incurred justifiable increased expenditures that can be attributed to the housing and care of those inmates housed for Hidalgo County. It is our contention that the increased costs are mostly related to the increase of capacity at the La Villa facility. By increasing capacity, LCS naturally incurred increased costs related to manpower, utilities, and fringe benefits and of course debt service. These factors, however, have another side to them. By increasing capacity, LCS, Inc has also increased their potential for additional revenues that we are sure LCS has taken advantage of. Prior to starting construction we are sure that LCS, Inc. took into consideration the increased costs that would be offset by increased revenues.

The Sheriff's Office, however is aware that there are annual increases in any long-term operation and the La Villa Facility is no exception. We, therefore, are in agreement with the "new" negotiated proposed rate increase of $3.00 with the stipulated condition that this rate increase will be for a term of two (2) years. This agreement once approved by Commissioner's Court should carry us through March 30th of 2013 at the daily rate of $45.00.

In Summary, the Sheriff's Office is in agreement to a $45.00 daily rate for a term of two (2) years ending March 31, 2013.

Anacleto "Sonny" Martinez, Chief Deputy
Hidalgo County Sheriff's Office

LCS CORRECTIONS SERVICES, INC.
2475 ENTERPRISE ROAD, SUITE 300
CLEARWATER, FL 33763
(727) 799-0232 OR (800) 741-0232
FAX (727) 791-8090

March 14, 2011

Hidalgo County, Texas
Attention: Honorable Ramon Garcia
Hidalgo County Administration Building
100 East Cano, 2nd Floor
Edinburg, Texas 78539

IN RE: Contract Renewal

Dear Judge Garcia:

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. We have been able to hold our costs for two years, however, due to increased costs, we must now propose that the renewal be at an increased per diem rate, as set forth in §4.03, of Forty-six dollars ($46.00). 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@Gottlaw.com

ms

To:

LCS – Hidalgo, LLC.
100 - D William O. Stutes St.
Lafayette, LA 70506

And to:

Gottlieb & Gottlieb, P.A.
2475 Enterprise Road, Ste. 100
Clearwater, FL 33763

Gentlemen:

As permitted by §1.02 of the *Contract for Services* between your organization and Hidalgo County, dated January 29, 2002, as previously renewed, I hereby notify you that Hidalgo County, Texas, desires to extend said contract for another year on the terms and conditions as set forth hereinabove.

Ramon Garcia
County Judge
Hidalgo County, Texas

_____

Dated: _____, 2011

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.

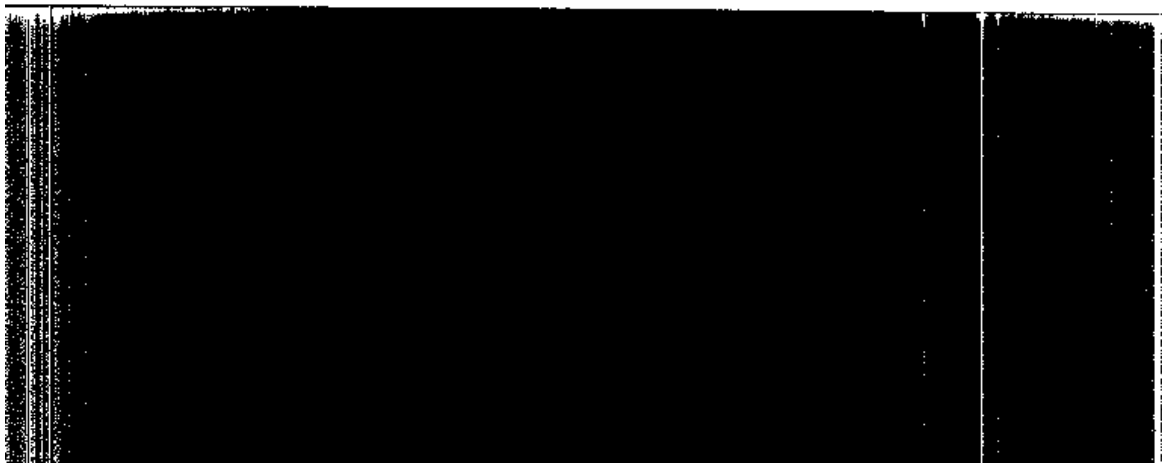
Section 1.03. Termination. Notwithstanding anything to the contrary herein, County may terminate this Agreement without cause on thirty (30) days written notice.

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.

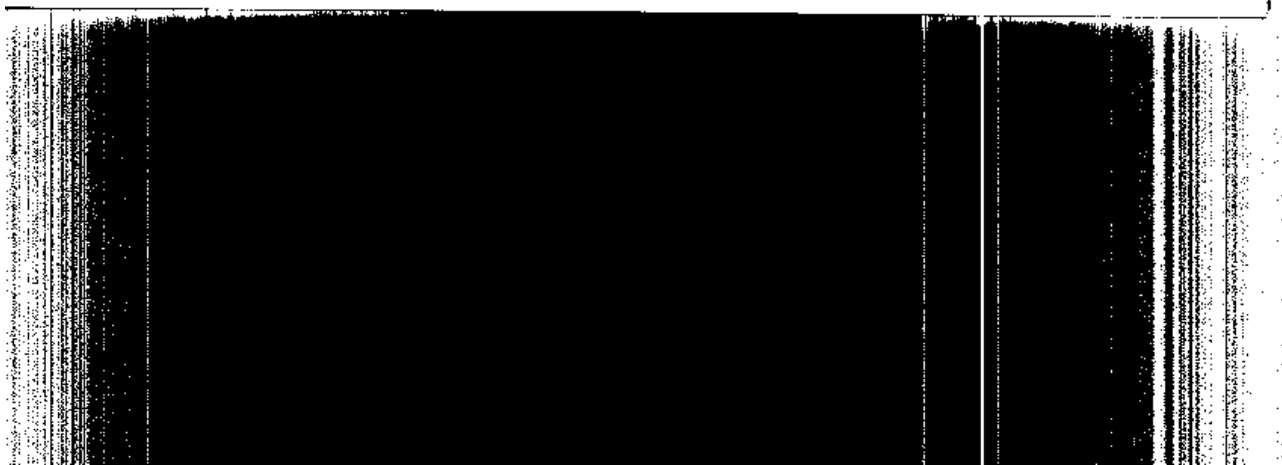
(d) The Contractor will maintain automatic smoke and fire detection and alarm systems, and shall maintain written policies, procedures and practices regarding fire and other safety emergency standards.

(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.

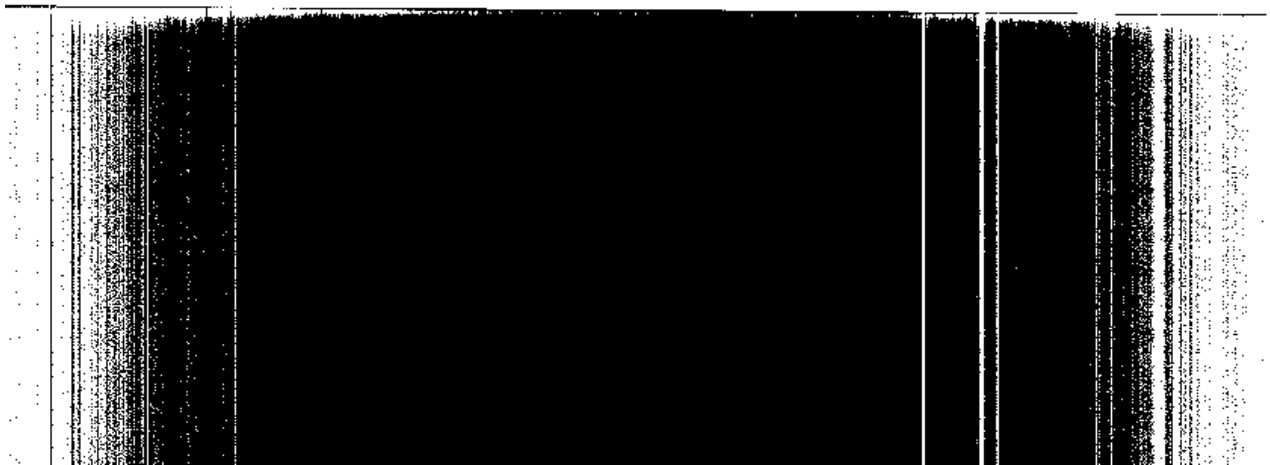
Section 3.05. Laundry Services. The Contractor shall provide laundry facilities and services to inmates, and be responsible for the issuance of clean clothing, linen, bath and hand towels, when each inmate arrives at the facility. Laundering of linens and clothing shall be in accordance with the Contractor's 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.

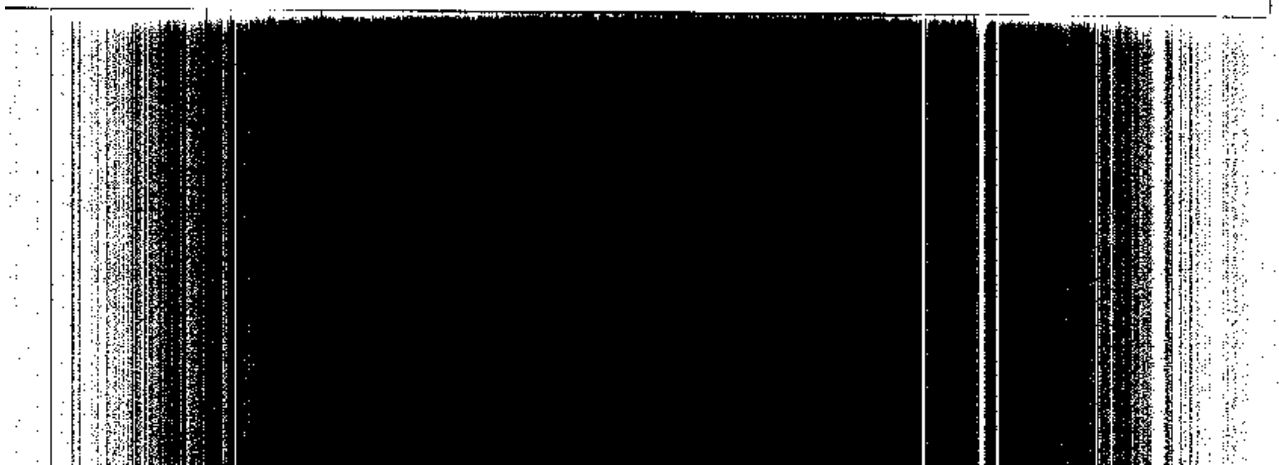
Section 3.07. Medical Guidelines and Reporting. The Contractor will comply with *Texas Health and Safety Code*, Sections 85.112, 85.113 and 85.114.

(a) The Contractor will, prior to accepting any of County's inmates, develop workplace guidelines that address HIV policies, confidentially, 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.

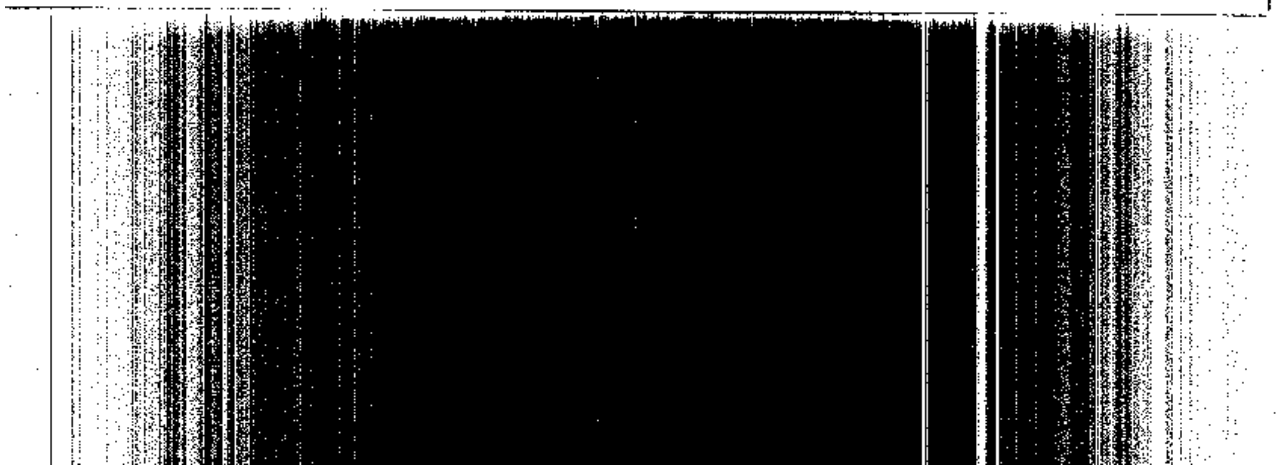
Section 3.09. Recreation and Exercise. The Contractor shall provide adequate physical exercise facilities, equipment, and supplies for a recreation program that meets all applicable regulations and standards of the TCJS.

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.

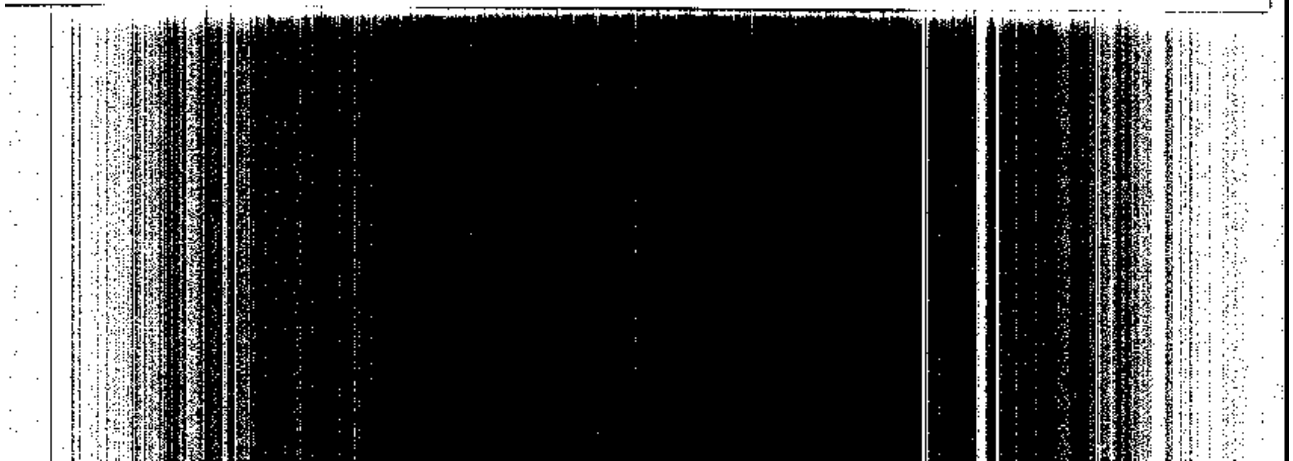
Section 3.14. Religious Services. The Contractor shall cause religious services to be conducted for inmates in accordance with all applicable regulations and standards of the TCJS. Participation in religious services shall be voluntary for all inmates.

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.

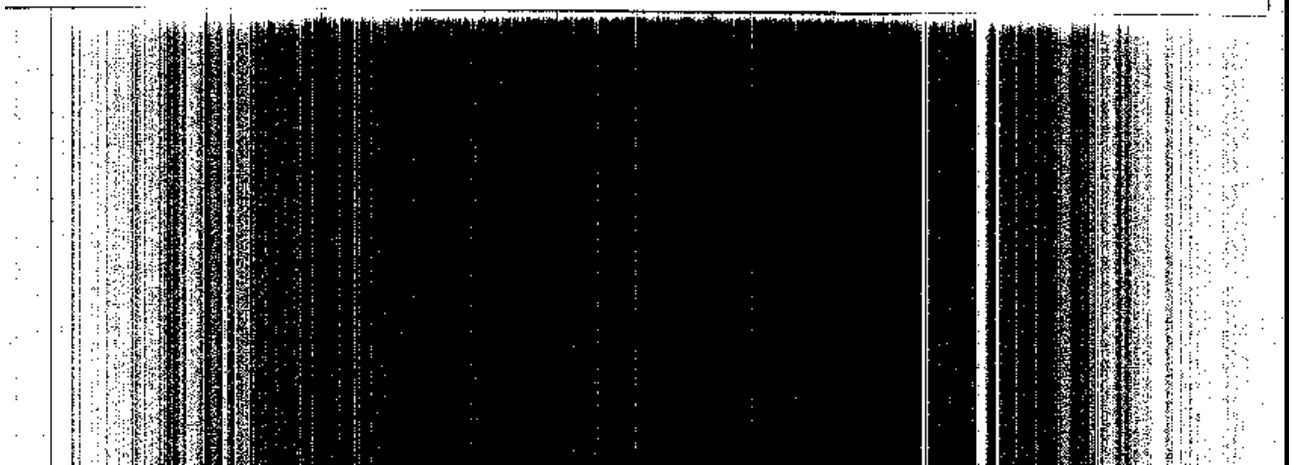
(c) Inmates may not be released from the facility or placed in the custody of any federal, state or local official other than the Sheriff for any reason except for medical emergency situations, a court order, or authorization by the Sheriff.

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.



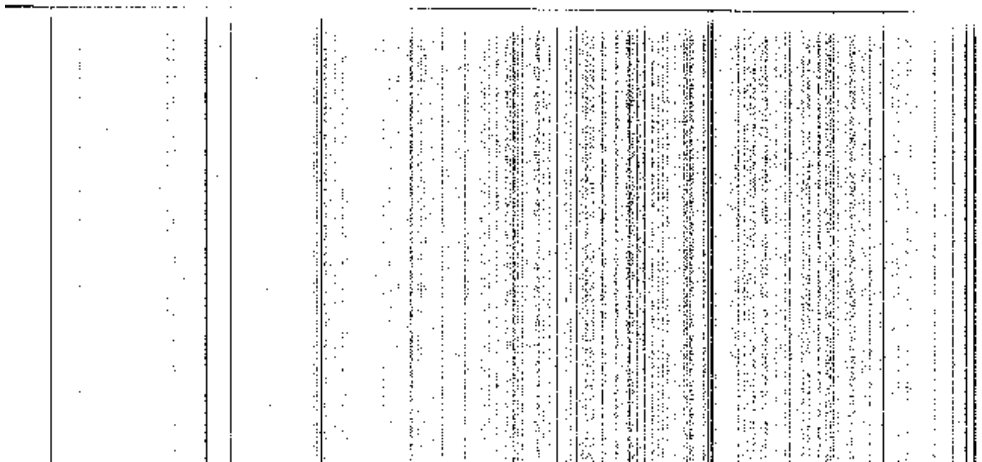
Section 3.22. Access to Books and Records. The Contractor agrees to maintain and make available for inspection, audit or reproduction by the County, the TCJS and/or their employees, attorneys, agents and/or independent auditors, all books, documents and other records pertaining to the services provided 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



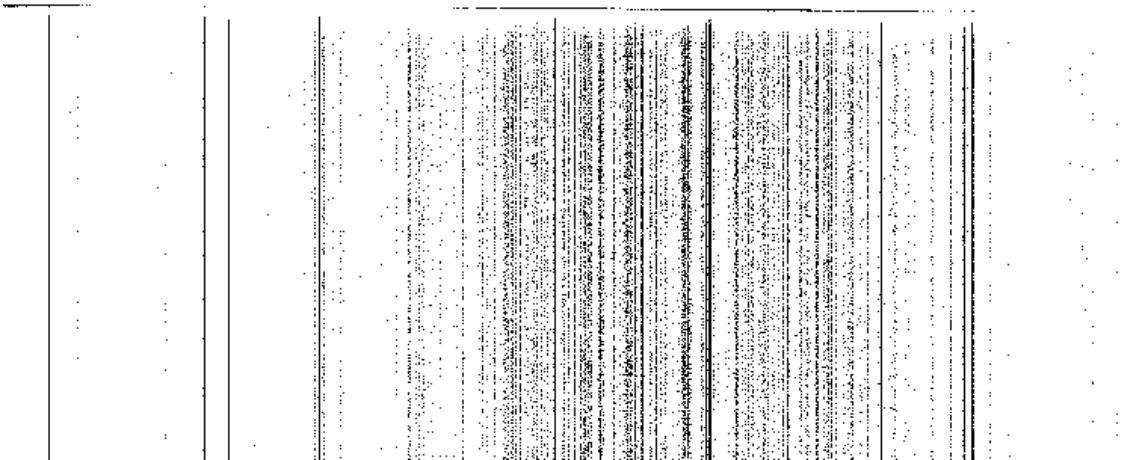
house any non-county inmates in the facility, the County shall be solely responsible for billing and collecting from such counties, states or federal jurisdictions or agencies, and the Contractor shall be entitled to bill the County and be paid for the housing and care of such non-county inmates in accordance 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



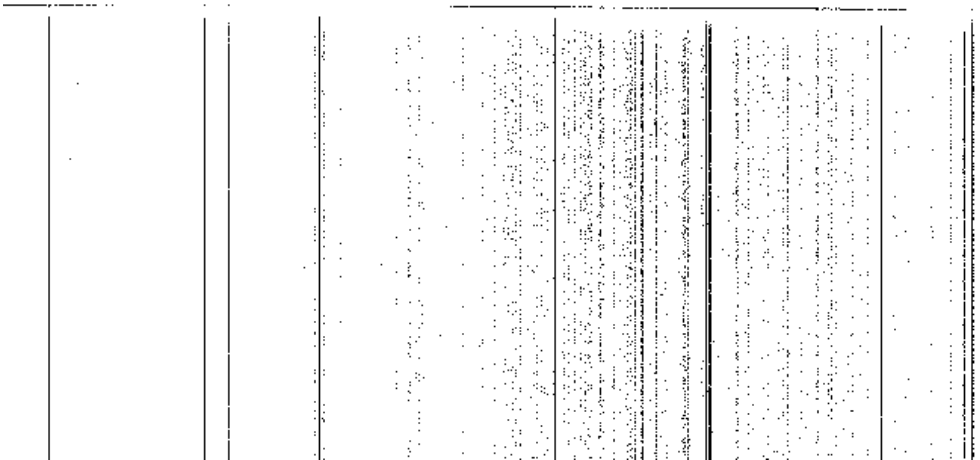
TCJS Manual, Chapter 271, "Objective Jail Classification Manual."

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.



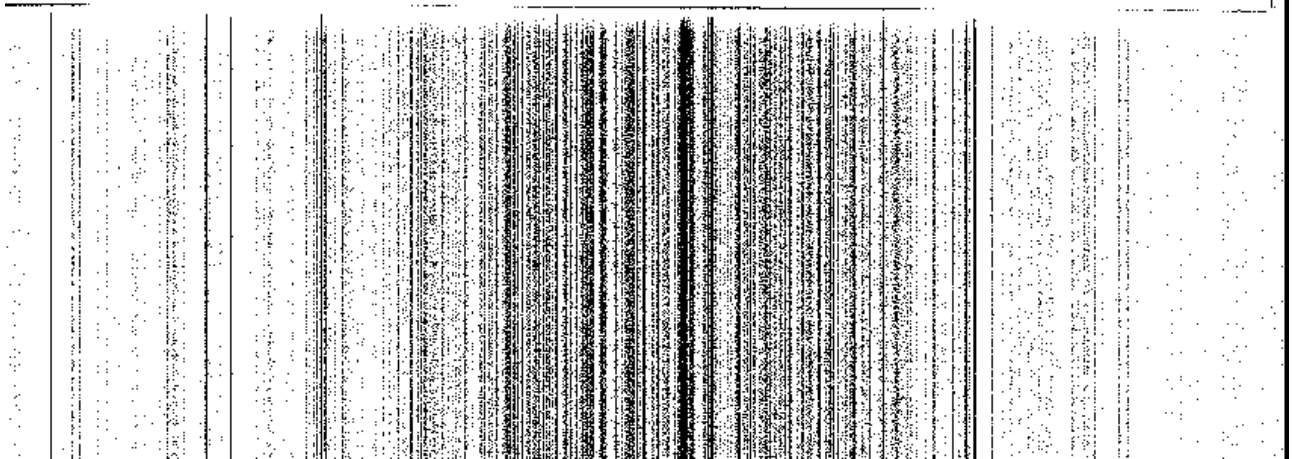
However, it is agreed that the preferred and usual course of dealing between the parties shall be for the Contractor to transport and return inmates to the County shortly before their discharge date, and for the County to discharge the inmate from its own facility. The County accepts the responsibility 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.

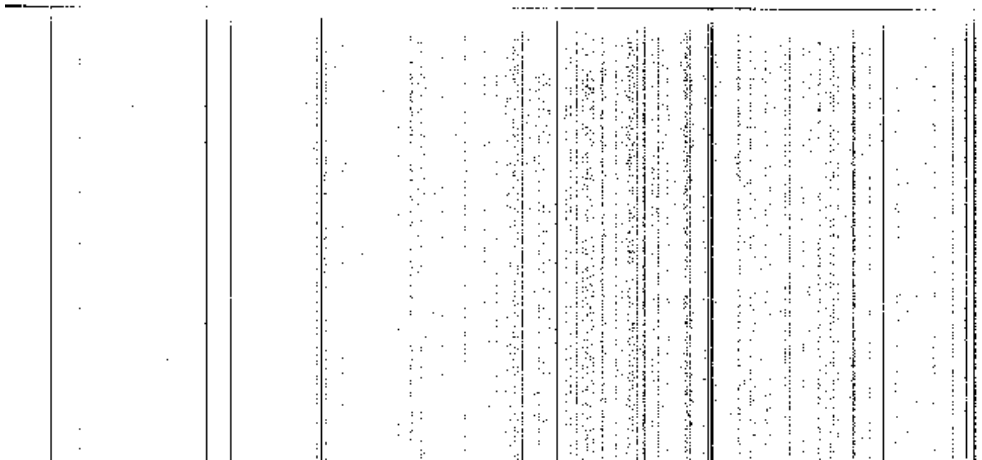
Section 5.05. Insurance. The Contractor shall secure and maintain in effect, or shall cause to be secured and maintained, an insurance policy or policies providing (i) coverage against all claims arising from services performed under this Agreement; and (ii) coverage to protect the County from actions 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

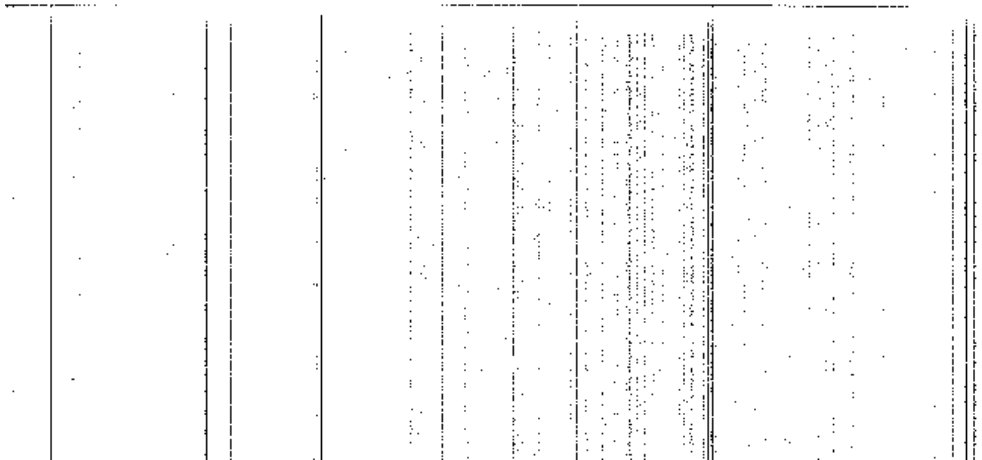
The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

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.



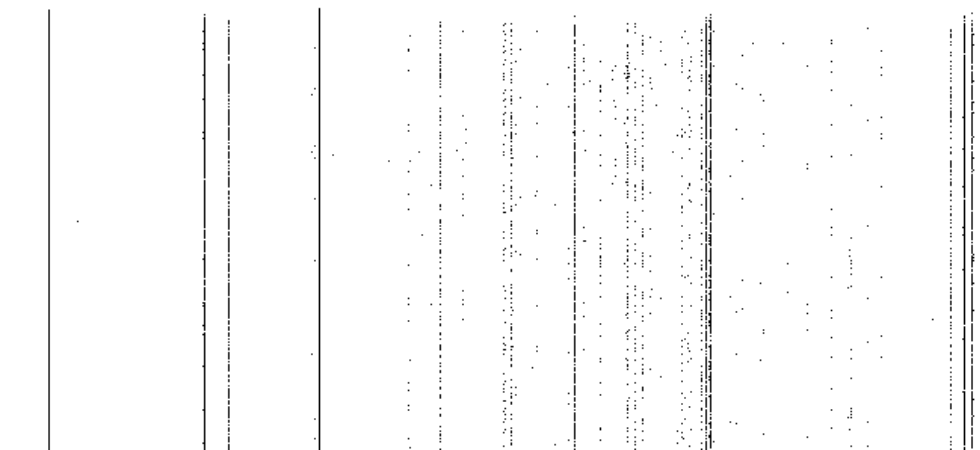
Section 6.10. Assignment. The Contractor may assign the revenues and payments payable by the County pursuant to this Agreement. The Contractor may assign its rights, title and interest in and to this Agreement and any documents executed with respect to this Agreement and/or grant or assign a security 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, PRESIDENT
LCS Corrections Services, Inc.
the sole managing member.

WITNESSES:

_____
_____
[Dianne Roger]

[Katherine Blackburn]

HIDALGO COUNTY, TEXAS

By: _____
JOSE ELOY PULIDO
Hidalgo County Judge

Date:

ATTEST:

_____
JUAN D. SALINAS,
Hidalgo County Clerk

Date: 1/31/02

_____
ANTONIO SANDOVAL,
Hidalgo County Auditor

Date:

APPROVED:

_____
ENRIQUE (HENRY) ESCALON,
Hidalgo County Sheriff

Date:

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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR X SIR $150,000 GENERAL AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	000072100	12/31/2009	12/31/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES(Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ $ $ 1,000,000 $ 5,000,000 $ 1,000,000
B		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	CA4576428	12/31/2009	12/31/2010	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS / UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 10,000	000072000	12/31/2009	12/31/2010	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WC006506863	12/31/2009	12/31/2010	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A		OTHER Health Care Professional Liability	000073600	12/31/2009	12/31/2010	Aggregate Limit Each Medical Incident SIR	2,000,000 1,000,000 150,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER HOU-001427572-01

Hidalgo County Purchasing Dept.
Attn: Leticia Saenz
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 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	$ 68,294.77	January 2010

11. Purchasing Department: All Approved

A. AI-20424

approved

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 .

B. AI-20408

approved

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.

C. AI-20407

approved

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".

D. AI-20402

approved

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.

E. AI-20387

approved

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.

F. AI-20384

approved

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 E-09-139-03-09
Attention: Judge J. D. Salinas III
Hidalgo County Administration Building
100 East Cano, 2nd Floor
Edinburg, Texas 78539

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

ms

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

TCJS Manual, Chapter 271, "Objective Jail Classification Manual."

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 reapect 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, PRESIDENT
LCS Corrections Services, Inc.
the sole managing member.

WITNESSES:

_____
_____
[Dianne Roger]

[Katherine Blackburn]

HIDALGO COUNTY, TEXAS

By: _____
JOSE ELOY PULIDO
Hidalgo County Judge

Date:

ATTEST:

_____
JUAN D. SALINAS,
Hidalgo County Clerk

Date: 1/31/02

_____
ANTONIO SANDOVAL,
Hidalgo County Auditor

Date:

APPROVED:

_____
ENRIQUE (HENRY) ESCALON,
Hidalgo County Sheriff

Date:

AI-25893 **19.B.1.**

Assignment of Evaluation Committee-Inmate Pay Telephone System & Services

CC REGULAR

Date:	03/28/2011
Submitted By:	Yolanda Velasquez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Sheriff's Office

Information

CAPTION

Appointment/Designation by Commissioner's Court of grading committee to evaluate and score the Proposals received for Hidalgo County Sheriff Department - RFP #2011-019-02-09-YZV"Inmate Pay Telephone System & Services" with Sheriff Dept. request to have three (3) members on said committee and requesting that Purchasing facilitate and supervise process.

BACKGROUND

This project is a revenue generating project which supports the Sheriff's Office Commissary.
Proposal acceptance Date as Addendum 3: March 09, 2011

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

This is a revenue generating project and thus no County expenditure is anticipated.

Attachments

Link: PARTICIPATION LOG-ACCEPTANCE SHEET

Link: EXHIBIT B

Link: EMAIL-CHIEF MARTINEZ

Link: Sheriff Dept. Email

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/24/2011 03:31 PM	APRV
2	Budget & Management	Erika Zamora	03/24/2011 03:40 PM	APRV
3	Manuel Chapa	Manuel Chapa	03/24/2011 03:55 PM	APRV
4	Auditor's Office		03/25/2011 07:32 AM	NEW

Form Started By: Yolanda Velasquez Started On: 03/22/2011 03:22 PM

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
REQUIREMENTS/RFP PACKETS
RFB-RFP-RFQ

PROPOSAL ACCEPTANCE DATE: FEBRUARY 09, 2011 RFP ACCEPTANCE TIME: 9:30 A.M.

DEPARTMENT/RFP DESCRIPTION: HIDALGO COUNTY-SHERIFF DEPARTMENT "INMATE PAY TELEPHONE SYSTEM & SERVICES" RFP NO.: 2011-019-02-09-YZV

NAME OF VENDOR: COMPANY/FIRM	RFP REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1.NCIC (Inmate Phone Services) Frances Schultz/Randy Polk	Email	Stephanie.jackson@ncic.com Randy.polk@ncic.com (YZV)	12/27/10	606 E. MAGRILL ST LONGVIEW, TEXAS TEL:903-757-4455
2. Conversant Technologies, INC Sherree D. Anderson	Email	Sherree.anderson@cticorrections.com (YZV)	12/27/10	P.O. BOX 865081 PLANO, TEXAS 75086 TEL: 972-801-3106
3.Legacy Inmate Communications Duane Cutler	Email	dcutler@golegacy.com (YZV)	12/27/10	TEL: 800-553-1782 CELL: 714-722-1676
4. Global Tel*Link Rae Pearson	Email	Raenita.pearson@gtl.net(YZV)	12/27/10	6612 E. 75th STREET 4th FLOOR INDIANAPOLIS, IN 46250 TEL: 317-558-3151
5. Value-Added Communications, INC Mark A. Montgomery	Email	Mark.montgomery@vaci.com (YZV)	12/27/10	3801 E. PLANO PARKWAY STE 100 PLANO, TEXAS 75074 TEL: 972-535-3369
6.Trio Communications, INC. Toby Seider	Email	triocommunications@yahool.com (YZV)	12/27/10	3583 ROCKING J ROAD ROUND ROCK, TEXAS 78665 TEL: 512-255-6141
7. Point Breeze Communications Debbie Manganella	Email	dmpbc@frontier.com (YZV)	12/27/10	Tel: 570-477-3257 Fax: 570-477-3259
8.Securus Technologies Rudy Pena	Email	rpena@securustech.net (YZV)	12/27/10	Tel: 214-354-7344 Fax: 214-528-5451
9.Prime Vendor INC Carysa Morse	Email	Bids17@prime-vendor.com(YZV)	12/27/10	4622 CEDAR AVENUE, STE 123 WILMINGTON, NORTH CAROLINA 28403 TEL: 800-746-9554
10. Inmate Communications Corporation Sandy Kurtz	Email	sandyk@inmatephones.com (YZV)	12/27/10	7034 SOPHIA AVENUE VAN NUYS, CALIFORNIA 91406 TEL: 800-642-6555 EXT 103
11.ICSolutions Goy Giminski	Email	ggiminski@icsolutions.com (YZV)	12/27/10	TEL: 210-477-7310 FAX: 210-693-1016
12.Syscon Justice Systems Jan Chavarie	Email	janchavarie@syscon.net (YZV)	12/27/10	TEL: 604-606-7650 EXT8809
13.Synergy Telecom Service Co. Inc. Charles Slaughter	Email	charlesslaughter@satx.rr.com (YZV)	12/27/10	12126 EL SENDERO SAN ANTONIO, TEXAS 78233 TEL: 800-582-6182

***VIA: BIDDER LIST MAIL OUT (BLM) E-MAIL (EM)**
TELEPHONE REQUEST (TR) IN PERSON (IP)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
REQUIREMENTS/RFP PACKETS
RFB-RFP-RFQ

PROPOSAL ACCEPTANCE DATE: FEBRUARY 09, 2011 RFP ACCEPTANCE TIME: 9:30 A.M.

DEPARTMENT/RFP DESCRIPTION: HIDALGO COUNTY-SHERIFF DEPARTMENT "INMATE PAY TELEPHONE SYSTEM & SERVICES" RFP NO.: 2011-019-02-09-YZV

NAME OF VENDOR: COMPANY/FIRM	RFP REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
14. Cobra Software Group Bruce Riley	Email	brriley@cobraware.net (YZV)	12/27/10	1133 PENNSYLVANIA AVENUE DENVER, COLORADO 80203 TEL: 303-885-6759
15. G-Tel Enterprises, INC Teresa Sanders	Email	Teresa@payphone.com (YZV)	12/27/10	16840 CLAY ROAD, STE 118 HOUSTON, TEXAS 77084 TEL: 800-884-4835
16. Jaroth-PTS Danny Ruiz	Email	dannyr@jaroth-pts.com (YZV)	12/27/10	TEL: 830-714-5099 CELL: 830-237-0363
17.Cen-Tex Pay Telephone Co. Scott Ferguson	Email	Centex3535@aol.com (YZV)	01/04/11	101 STERLING BROWNING SAN ANTONIO, TEXAS 78232 TEL: 210-691-2829
18.Encartele Jeffrey Noble	Email	Jeffrey.noble@encartele.net	01/04/11	8206 S. 109TH STREET LA VISTA, NE 68128 TEL: 888-231-3393 EXT 804
19.				
20.				
21.				
22.				
23.				
24.				
25.				
26.				

***VIA: BIDDER LIST MAIL OUT (BLM) E-MAIL (EM)**
TELEPHONE REQUEST (TR) IN PERSON (IP)

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY - SHERIFF DEPARTMENT

PROPOSAL ACCEPTANCE DATE: FEBRUARY 09, 2011
NEW ACCEPTANCE DATE: MARCH 09, 2011 AS PER ADDENDUM 3

PROPOSAL ACCEPTANCE TIME: 9:30 A.M.

DESCRIPTION OF RFP: HIDALGO COUNTY – "INMATE PAY TELEPHONE SYSTEM & SERVICES"

RFP NO: 2011-019-02-09-YZV

BUYER: Yolanda Velasquez

RFP	NAME OF COMPANY	ACKNOW-LEDGED	ADDENDUM 1 Dated: 1/12/11	ADDENDUM 2 Dated: 1/28/2011	ADDENDUM 3 Dated: 2/18/2011
#1	American Phone Systems	√	√	√	√
#2	IC Solutions, Advanced Technology	√	√	√	√
#3	Synergy Telecom Service, Co., INC	√	√	√	√
#4	Value-Added Communications INC (VAC)	√	√	√	√
#5	Legacy Inmate Communications	√	√	√	x
#6	Securus Technologies	√	√	√	√
#7	Global Tel-Link (GTL)	√	√	√	√
#8					

EXHIBIT "B"

SELECTION/EVALUATION CRITERIA

The County will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. Each proposal will be analyzed to determine overall responsiveness and qualification under the RFP. The evaluation criteria will include, but not be limited to the following:

1. **COMMISSION:** **35%**

- Percentage of Commission for each call.
- The providers cost of the proposed service

2. **EXPERIENCE, RELIABILITY AND STABILITY** **30%**

- Extensive Experience with provision of inmate telephone service
- Evidence of Proposers experience with similar institutions

3. **PROPOSED METHOD OF PERFORMANCE** **05%**

- Provide sufficient professional background (references) indicative of outstanding or exceptional services.

4. **EQUIPMENT** **15%**

- Furnish satisfactory evidence of their ability to furnish service/equipment

5. **SERVICES** **15%**

- Experience and knowledge necessary to provide and perform the required service
- Capability to handle calls as requested in achieving and rendering all services required.

TOTAL: 100 POINTS

EXHIBIT "B"
RFP EVALUATION FORM
HIDALGO COUNTY-ADULT DETENTIN FACILITY
"INMATE PAY TELEPHONE SERVICES"

Selection Criteria	Points	Score
1. **COMMISSION** **(35)**		
➢ Percentage of Commission for each call	0-20	
➢ The providers cost of the proposed service	0-15	
Comments/Rationale for points:	**TOTAL:**	_____
2. **EXPERIENCE, RELIABILITY AND STABILITY** **(30)**		
➢ Extensive Experience with provision of inmate telephone service	0-15	
➢ Evidence of Proposers experience with similar institutions	0-15	
Comments/Rationale for points:	**TOTAL:**	_____
3. **PROPOSED METHOD OF PERFORMANCE** **(05)**		
➢ Provide sufficient professional background (references) indicative of outstanding or exceptional services	0-5	
Comments/Rationale for points:	**TOTAL:**	_____
4. **EQUIPMENT** **(15)**		
➢ Furnish satisfactory evidence of their ability to furnish service/equipment	0-15	
Comments/Rationale for points:	**TOTAL:**	_____
5. **SERVICES** **(15)**		
➢ Experience and knowledge necessary to provide and perform the requires service	0-8	
➢ Capability to handle calls as requested in achieving and rendering all services required.	0-7	
	TOTAL:	
	TOTAL SCORE:	

Provider: _____

Evaluator: _____ Date: _____

From: Yolanda Velasquez
To: "anacleto.martinez@hidalgoso.org"
Subject: FW: RFP No. 2011-019 "INMATE PAY TELEPHONE SYSTEM"
Date: Tuesday, March 22, 2011 11:35:00 AM

Good Morning Chief

Be advised we have received the proposals for the above-referenced project, the next phase of the project entails selecting an evaluation committee, as stated in the requirements of the project as such:

SELECTION PROCEDURES/EVALUATION SYSTEM:

The evaluation consists of a one hundred (100) point scoring system. Hidalgo County Commissioner's Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, grade, score and evaluate the proposals received in response to this Hidalgo County request for proposals for the purpose of ranking.

Therefore, your recommendation of at least 3 possible committee members (from your office) is required, in order to continue with the process.

Should you have any questions or concerns regarding this matter, do not hesitate to contact me.

Thank you

Yolanda Z. Velasquez, Buyer II
Hidalgo County - Purchasing Department
2802 S. Business Hwy. 281
Edinburg, TX 78539
Tel (956) 318-2626 x 4881
Fax (956) 318-2629
email: yolanda.velasquez@co.hidalgo.tx.us

"...I can do all things through Christ our Lord who strengthens me..." Philippians 4:13

Yolanda Velasquez

From: Daniel Garcia [daniel.garcia@hidalgoso.org]
Sent: Wednesday, March 23, 2011 12:28 PM
To: yolanda.velasquez@co.hidalgo.tx.us
Subject: FW: RFP No. 2011-019 "INMATE PAY TELEPHONE SYSTEM"

The following Personnel have been selected to represent the Hidalgo County Sheriff's Office for the Evaluation Committee. Captain Rene Gonzalez, Sgt. Lionel Moncivais, and IT Supervisor Michael Garza. Any questions concerning this matter contact Captain Rene Gonzalez @ 956-381-7900. Please forward this information to Marty Salazar at the Purchasing Dept.

From: Anacleto Martinez [mailto:anacleto.martinez@hidalgoso.org]
Sent: Wednesday, March 23, 2011 11:16 AM
To: Daniel.Garcia@hidalgoso.org
Subject: FW: RFP No. 2011-019 "INMATE PAY TELEPHONE SYSTEM"

Commander Garcia,

Could you please select three persons from your facility to form an evaluation committee and submit their names to Marty at Purchasing.

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

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Tuesday, March 22, 2011 11:36 AM
To: anacleto.martinez@hidalgoso.org
Subject: FW: RFP No. 2011-019 "INMATE PAY TELEPHONE SYSTEM"

Good Morning Chief

Be advised we have received the proposals for the above-referenced project, the next phase of the project entails selecting an evaluation committee, as stated in the requirements of the project as such:

SELECTION PROCEDURES/EVALUATION SYSTEM:

The evaluation consists of a one hundred (100) point scoring system. Hidalgo County Commissioner's Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, grade, score and evaluate the proposals received in response to this Hidalgo County request for proposals for the purpose of ranking.

Therefore, your recommendation of at least 3 possible committee members (from your office) is required, in order to continue with the process.

AI-25943 **20.D.**

CL-09-1958-D; Maria Anita Soliz v. County of Hidalgo

CC REGULAR

Date:	03/28/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Closed Session

Information

CAPTION

CL-09-1958-D; Maria Anita Soliz v. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/24/2011 10:41 AM	APRV
2	Auditor's Office	Linda Fong	03/24/2011 03:06 PM	APRV
3	Purchasing Department	Marty Salazar	03/24/2011 03:19 PM	APRV

Form Started By: Monica Badillo — Started On: 03/24/2011 09:39 AM

Final Approval Date: 03/24/2011

AI-25929 **20.E.**

CL-09-1306-B; Fernando Elizondo vs. Daniel Rodriguez

CC REGULAR

Date:	03/28/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Closed Session

Information

CAPTION

CL-09-1306-B; Fernando Elizondo vs. Daniel Rodriguez

BACKGROUND

Assigned to Josie Ramirez on 3/7/11; must be reassigned.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/24/2011 06:53 AM	APRV
2	Auditor's Office	Linda Fong	03/24/2011 03:06 PM	APRV
3	Purchasing Department	Marty Salazar	03/24/2011 03:19 PM	APRV
Form Started By: Monica Badillo			Started On: 03/23/2011 03:30 PM	
Final Approval Date: 03/24/2011				

AI-25868 **20.F.**

Civil Action No. 7:09-cv-00316; Alma Sanchez v. Hidalgo County Sheriff's Department & Sheriff Lupe Trevino

CC REGULAR

Date: 03/28/2011
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE
Agenda Category: Closed Session

Information

CAPTION

Civil Action No. 7:09-cv-00316; Alma Sanchez v. Hidalgo County Sheriff's Department & Sheriff Lupe Trevino

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/22/2011 08:12 AM	APRV
2	Auditor's Office	Linda Fong	03/24/2011 03:07 PM	APRV
3	Purchasing Department	Marty Salazar	03/24/2011 03:19 PM	APRV

Form Started By: Monica Badillo — Started On: 03/22/2011 07:58 AM

Final Approval Date: 03/24/2011

AI-25944 **21.D.**

CL-09-1958-D; Maria Anita Soliz v. County of Hidalgo

CC REGULAR

Date:	03/28/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Open Session

Information

CAPTION

CL-09-1958-D; Maria Anita Soliz v. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/24/2011 10:41 AM	APRV
2	Auditor's Office	Linda Fong	03/24/2011 03:08 PM	APRV
3	Purchasing Department	Marty Salazar	03/24/2011 03:19 PM	APRV

Form Started By: Monica Badillo — Started On: 03/24/2011 09:39 AM

Final Approval Date: 03/24/2011

AI-25930 **21.E.**

CL-09-1306-B; Fernando Elizondo vs. Daniel Rodriguez

CC REGULAR

Date:	03/28/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Open Session

Information

CAPTION

CL-09-1306-B; Fernando Elizondo vs. Daniel Rodriguez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/24/2011 06:54 AM	APRV
2	Auditor's Office	Linda Fong	03/24/2011 03:08 PM	APRV
3	Purchasing Department	Marty Salazar	03/24/2011 03:19 PM	APRV

Form Started By: Monica Badillo — Started On: 03/23/2011 03:31 PM

Final Approval Date: 03/24/2011

AI-25869 **21.F.**

Civil Action No. 7:09-cv-00316; Alma Sanchez v. Hidalgo County Sheriff's Department & Sheriff Lupe Trevino

CC REGULAR

Date: 03/28/2011
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE
Agenda Category: Open Session

Information

CAPTION

Civil Action No. 7:09-cv-00316; Alma Sanchez v. Hidalgo County Sheriff's Department & Sheriff Lupe Trevino

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/22/2011 08:12 AM	APRV
2	Auditor's Office	Linda Fong	03/24/2011 03:08 PM	APRV
3	Purchasing Department	Marty Salazar	03/24/2011 03:19 PM	APRV

Form Started By: Monica Badillo — Started On: 03/22/2011 08:01 AM

Final Approval Date: 03/24/2011