AI-26400 **2.A.**

Line Item Transfer

CC CONSENT

Date:	05/03/2011
Submitted By:	Fred Zamarripa, TREASURER'S OFFICE
Submitted For:	Norma Garcia
Department:	TREASURER'S OFFICE
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - County Treasurer (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-16-150-001-0-XXX

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

BUDGETARY IMPACT:

601-->619 - $ 110.00; Funding available as of 4/28/11.

Attachments

Link: Line-item 05032011

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/27/2011 09:47 AM	APRV
2	Norma Silva	Norma Silva	04/28/2011 09:51 AM	APRV
3	Auditor's Office	Linda Fong	04/28/2011 03:57 PM	APRV

Form Started By: Fred Zamarripa Started On: 04/27/2011 09:17 AM

Final Approval Date: 04/28/2011

Date: May 3, 2011
Department Head: Norma G. Garcia
Department Name: Treasurer's Office
Account Number: -1100-415-16-150-001-0-

Subject: Budget Line-Item Transfer(s)

Honorable commissioners' Court of Hidalgo County:

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

FROM			TO		
OBJECT NUMBER	ACCOUNT (OBJECT) NAME		OBJECT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
601	Office & Computer Supplies	- - >	619	Other Misc. Supplies	110.00
		- - >			
		- - >			
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		- - >			
				TOTAL	110.00

Reason:
To cover cost of ethernet enable controllers (enterance buttons)

Norma G. Garcia
Hidalgo County Treasurer

Approved Commissioners' Court _____ Date _____ Attest County Clerk

AI-26404 **2.B.**

2011 - Facilities Management (1100)

CC CONSENT

Date: 05/03/2011
Submitted By: JC Carreon, BUDGET & MANAGEMENT
Submitted For: JC Carreon
Department: BUDGET & MANAGEMENT
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Facilities Management (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-419-40-220-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 4/27/2011

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/27/2011 11:43 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	04/28/2011 03:38 PM	APRV
3	Auditor's Office	Linda Fong	04/28/2011 03:58 PM	APRV

Form Started By: JC Carreon Started On: 04/27/2011 11:11 AM

Final Approval Date: 04/28/2011

BUDGET INTRA-DEPARTMENAL TRANSFER REQUEST

DATE: April 26, 2010

DEPARTMENT HEAD: DANIEL FLORES

DEPARTMENT NAME: FACILITIES MANAGEMENT DPT.

ACCOUNT NUMBER: 1-1100-419-40-220-001-0-

CONTACT PERSON: DANIEL FLORES **PHONE:** 956-289-7850

SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

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

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	
343	LAUNDRY	605	UNIFORMS	5,000.00
			TOTAL	$5,000.00

REASON: Funds needed for a one time purchase of employee uniforms (HVAC, Electricians, Plumbers, Carpenters, Maintenance, Yardmen, Welders and Custodians)

a O balance)

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-26428 **2.C.**

transfer

CC CONSENT

Date: 05/03/2011
Submitted By: Nereida Garza, HUMAN RESOURCES/CIVIL SERVICE
Department: HUMAN RESOURCES/CIVIL SERVICE
Agenda Category: 2011 Interdepartmental Transfers

Information

CAPTION

2011 - Human Resources (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-50-190-002-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 4/28/2011

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/28/2011 08:24 AM	APRV
2	JC Carreon	JC Carreon	04/28/2011 11:33 AM	APRV
3	Auditor's Office	Linda Fong	04/28/2011 03:59 PM	APRV

Form Started By: Nereida Garza Started On: 04/27/2011 05:03 PM

Final Approval Date: 04/28/2011

DATE: 04-12-11
DEPARTMENT HEAD: Esther A. Cortez
DEPARATMENT NAME: ***HUMAN RESOURCES***
ACCOUNT NUMBER: 1-1100-415-50-190-002-0

SUBJECT: BUDGET LINE-ITEM TRANSFER(S)

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER: 1-1100-415-50-190-002-0

FROM:		**TO:**		
OBJECT CODE	**OBJECT NAME**	**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
550	PRINTING & BINDING	601	OFFICE & COMPUTER SUPPL	$ 200.00

REASON: TO FUND OFFICE SUPPLIES.

TOTAL $ 200.00

Department Head Signature

Date

Approved Commissioners' Court

Date

Attest County Clerk

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

AI-26422 **2.D.**

Line_Item_Transfer 2011 Office supplies

CC CONSENT

Date: 05/03/2011
Submitted By: Robert Leal, J.P. 4, 2
Department: J.P. 4, 2
Agenda Category: 2011 Interdepartmental Transfers

Information

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-068-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Available account balance as of 4/28/2011

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/28/2011 08:19 AM	APRV
2	JC Carreon	JC Carreon	04/28/2011 11:36 AM	APRV
3	Auditor's Office	Linda Fong	04/28/2011 04:00 PM	APRV

Form Started By: Robert Leal Started On: 04/27/2011 04:26 PM

Final Approval Date: 04/28/2011

DATE: May 2, 2011

DEPARTMENT HEAD: Homero Jasso

DEPARTMENT NAME: Justice of the Peace Homero Jasso

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
581	Travel In County	601	Office & Compu Suppl	$150.00
			TOTAL	150.00

REASON: The line item transfer listed to purchase a Black HP Toner Cartridge for the front office printer.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-26423 **2.E.**

2011-Pct1 Admin (1200)

CC CONSENT

Date: 05/03/2011
Submitted By: Jorge Flores, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #1 Adm. (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011
ACCT. #: 1-1200-431-00-121-004-0-XXX
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funding available as of 4/28/11.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/28/2011 08:20 AM	APRV
2	Norma Silva	Norma Silva	04/28/2011 02:03 PM	APRV
3	Auditor's Office	Linda Fong	04/28/2011 04:01 PM	APRV

Form Started By: Jorge Flores
Started On: 04/27/2011 04:28 PM

Final Approval Date: 04/28/2011

DATE: May 2, 2011 **MEETING REQUEST DATE:** May 3, 2011

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA AI#

DEPARTMENT NAME: PCT #1 Administration JE-

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

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
1	-1200	-431	-00	-121	-004	-0	890	Other	1	-1200	-431	-00	-121	-004	-0	432	Equip. & Veh. R&M Serv.	500.00
1	-1200	-431	-00	-121	-004	-0	890	Other	1	-1200	-431	-00	-121	-004	-0	529	Surety & Notary Bonds	250.00
1	-1200	-431	-00	-121	-004	-0	890	Other	1	-1200	-431	-00	-121	-004	-0	667	Minor Software	500.00
1	-1200	-431	-00	-121	-004	-0	890	Other	1	-1200	-431	-00	-121	-004	-0	679	Other R&M Supplies	250.00
																		1,500.00

REASON: PREPARING FOR PURCHASES AND SERVICES THAT ARE NEEDED.

JOEL QUINTANILLA

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / DATE ATTEST COUNTY CLERK

AI-26386 **2.F.**

Budget Line-Item Transfer for Road Maintenance Department for vehicle & equipment repairs.

CC CONSENT

Date:	05/03/2011
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #2 Rd Maintenance (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-122-006-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $64,029.44 as of 04/28/2011
From 346 -----> 672 $10,000.00

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/26/2011 10:16 AM	APRV
2	Ana Galvan	Angela Garcia	04/28/2011 09:18 AM	APRV
3	JC Carreon	JC Carreon	04/28/2011 11:35 AM	APRV
4	Auditor's Office	Linda Fong	04/28/2011 04:02 PM	APRV

Form Started By: Yolanda Cisneros Started On: 04/21/2011 06:39 PM

Final Approval Date: 04/28/2011

DATE: April 21, 2011

2011
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2
Road & Bridge Department

ACCOUNT NUMBER: 1-1200-431-00-122-006-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
346	HAULING & FREIGHT SERVICES	672	EQUIPMENT & VEH R&M SUPPLIES	$10,000.00
			TOTAL	$10,000.00

REASON:
Transfer needed to cover purchase of tires & other repair parts.

DEPARTMENT HEAD SIGNATURE

4/21/2011
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-26426 **2.G.**

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

CC CONSENT

Date:	05/03/2011
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #2 BCAP (1312)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 1

ACCT. #: 1-1312-431-00-122-460-1-841

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/28/2011 08:22 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	04/28/2011 01:47 PM	APRV
3	Auditor's Office	Linda Fong	04/28/2011 04:03 PM	APRV

Form Started By: Marcie Jackson

Started On: 04/27/2011 04:55 PM

Final Approval Date: 04/28/2011

DATE: April 27, 2011

2011
Transfer

DEPARTMENT HEAD: Agapito Vargas

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

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

AI-26426 05/03/11

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
841	MESQUITE ACRES SUBD-AID TO GOVT AGENCY	733	MESQUITE ACRES SUBD-DRAINAGE DITCHES	$109.91
			TOTAL	$109.91

REASON:
Transfer needed to fund completion of project.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-26373 **3.A.**

Inter-Departmental Transfer for LJ Drainage Project

CC CONSENT

Date:	05/03/2011
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2011 Interdepartmental Transfers

Information

CAPTION

Pct. #2 CO2010A&B (1342)
Approval of 2011 interdepartmental transfer within Certificate of Obligations Series 2010A&B from the Precinct 2 Tower Road (Moore-Balli) Road (program 027) into LJ Drainage (S. of Owassa) Drainage (program 038) in the amount of $6,000 for the constructional material testing of project .

BACKGROUND

Raba-Kistner WA No.1 (AI-26183)

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1342-431-00-122-0XX-0-XXX

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

BUDGETARY IMPACT:

From (program 027) 731 -------> (program 038) 733 $6,000.00

Attachments

Link: INTER-DEPT. TRANSFER

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/26/2011 10:16 AM	APRV
2	Roland Garcia	Rolando Garcia	04/28/2011 08:36 AM	APRV
3	Auditor's Office	Linda Fong	04/28/2011 04:09 PM	APRV

Form Started By: Yolanda Cisneros Started On: 04/21/2011 08:02 AM

Final Approval Date: 04/28/2011

DATE: April 21, 2011

2011
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2
CIP FUNDS, SERIES 2010 A&B

ACCOUNT NUMBER: 1-1342-431-00-122-XXX-0-XXX

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

Contact: Yoli Cisneros
Ph#: 956-787-1891 Ext. 2002

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM		
1-1342-431-00-122-027-0-731	CO2010A&B PCT.2 TOWER RD (MOORE-BALLI) ROAD	(6,000.00)
TO		
1-1342-431-00-122-038-0-733	CO 2010A&B PCT.2 LJ DRAIN(S. OF OWASSA) DRAINAGE	$6,000.00
	TOTAL BUDGET INCREASE (DECREASE)	

REASON:
Transfer from CO 2010A&B PCT2 TOWER RD into CO 2010 A&B PCT2 LJ DRAINAGE to cover WORK AUTHORIZATION NO.1 for RABA-KISTNER CONSULTANTS.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-26387 **3.B.**

Inter-Departmental Transfer for LJ Drainage Project

CC CONSENT

Date:	05/03/2011
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2011 Interdepartmental Transfers

Information

CAPTION

Pct. #2 CO 2009 Series (1339)
Approval of 2011 interdepartmental transfer within Certificate of Obligations Series 2009, from the Precinct 2 Cesar Chavez (1 M E. Tower) Drainage (program 039) into LJ Drain (S. of Owassa) Project (program 045) for land in the amount of $10,000.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1339-431-00-122-0XXX-0-XXX

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

BUDGETARY IMPACT:

From (program 039) 733 -------> (program 045) 719 $10,000.00

Attachments

Link: INTERDEPT TRSF REVISED

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/26/2011 10:17 AM	APRV
2	Roland Garcia	Rolando Garcia	04/28/2011 08:36 AM	APRV
3	Auditor's Office	Linda Fong	04/28/2011 04:11 PM	APRV

Form Started By: Yolanda Cisneros Started On: 04/21/2011 06:54 PM

Final Approval Date: 04/28/2011

DATE: April 21, 2011

2011
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2
CO 2009 Pct2 Drain Improvement

ACCOUNT NUMBER: 1-1339-431-00-122-XXX-0-XXX

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

Contact: Yoli Cisneros
Ph#: 956-787-1891 Ext. 2002

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM		
1-1339-431-00-122-039-0-733	CO2009-PCT2 CESAR CHVZ(1M E TOWER)-DRAIN	(10,000.00)
TO		
1-1339-431-00-122-045-0-719	CO2009-PCT2 LJ POND-LAND	$10,000.00
	TOTAL BUDGET INCREASE (DECREASE)	

REASON:
Transfer from CO 2009 PCT2 CESAR CHAVEZ DRAINAGE into CO 2009 PCT2 LJ Pond Land to cover VALLEY LAND & TITLE INVOICE.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-26405 **4.A.**

Certificates of Plat and Utility Status

CC CONSENT

Date:	05/03/2011
Submitted By:	SANDRA DELEON, COUNTY JUDGE
Submitted For:	Yolanda Chapa
Department:	COUNTY JUDGE
Agenda Category:	Planning Department

Information

CAPTION

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

BACKGROUND

Fiscal Impact

Attachments

Link: water service

Link: revised

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/27/2011 03:14 PM	APRV
2	Olga Garza	Olga Garza	04/27/2011 04:19 PM	APRV
3	Auditor's Office	Linda Fong	04/28/2011 04:07 PM	APRV

Form Started By: SANDRA DELEON — Started On: 04/27/2011 01:25 PM

Final Approval Date: 04/28/2011

Water Service Availability	
Applicant	**Application No**
Mariano Reyes	3-10993
	Comm. Court: May 3, 2011

Certificate of Plat & Utility Status	
Applicant	**Application No**
Francisco Diaz	1-7921
Belinda Rodriguez	1-7953
Rafael Sierra	1-7777
Maria M. Carrillo	1-7858
Juan R. Castillo	1-7930
Erika Serna	1-7915
Adan Zapata	1-7913
Yesenia Ortiz	1-7909
Janice Perez	3-11284
Raul Gonzalez	4-10212
Raul Gonzalez	4-10211
Raul Gonzalez	4-10214
Hilario Villasenor	4-9904
Raul Gonzalez	4-10213
Raul Gonzalez	4-10210
Agustin Sandoval	4-10467
Sandra Ramirez	4-10499
Patricia Barrera	4-10435
Edgarll Gonzalez	1-7891
Maria Consepcion Hernandez	1-7915
Claudia Martinez	1-7443
Abel Perez	1-7923
Maria c. Mercado	1-7919
Maria de los Angeles Gonzalez	4-9629
Leroy Garza	4-10529
Alma e. Garza	4-10524
Eduardo Garza	4-10008
Melissa Molina	4-10523
Ernest L. Trevino	1-7668
Jose A Zarata	1-7922
Daniel Salazar	1-7931
Maria Del Rosario Aguirre	1-7188
Hilario Belmaros	1-4229
Comm. Court: May 3, 2011	

AI-26394 **5.A.**

Pipeline Permit

CC CONSENT

Date:	05/03/2011
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

1. North Alamo Water Supply:
a. Approximately 500'north of mile 20N on the west side of 1423- Bore- Rodolfo Dominguez; 3/4" serv conn
b. Approximately 2,193' east of Doolittle Rd on the south side of Ingle Rd- Bore- Flamingo Ranch Sub; 2" pvc casing and 1" water service
c. Approximately 1,814' east of Doolittle Rd on the south side of Ingle Rd- Bore- Flamingo Ranch Sub; 2" pvc casing and 1" water service
d. Approximately 27 1/2 west of mile 4W on the north and south side of mile 11N- Bore- Palos Rojos No.2
e. Proposing waterline 5' on R.O.W. 1,300' north from mile 11N on the west side of mile 4W- Line Ext- Palos Rojos No.2 Sub
f. Approximately 200' north of mile 18N on the west side of 1423- Bore- Gloria Vega; Upgrade service connection from 3/4" to 1".

BACKGROUND

Fiscal Impact

Attachments

Link: NAWSC

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/27/2011 03:56 PM	APRV
2	Olga Garza	Olga Garza	04/27/2011 04:32 PM	APRV
3	Auditor's Office	Linda Fong	04/28/2011 04:12 PM	APRV

Form Started By: Sandra Garcia — Started On: 04/26/2011 03:18 PM

Final Approval Date: 04/28/2011

REVISED JANUARY 2011

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 3rd day of May, 2011 does by these presents GRANT, GIVE AND RELINQUISH TO:

North Alamo Water Supply

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

- 1. Approximately 500' north of mile 20N on the west side of 1423- Bore- Rodolfo Dominguez; ¾" serv conn
- 2. Approximately 2,193' east of Doolittle Rd on the south side of Ingle Rd- Bore Flamingo Ranch Sub
  2" pvc casing and 1" water service
- 3. Approximately 1,814' east of Doolittle Rd on the south side of Ingle Rd- Flamingo Ranch Sub;
  2" pvc casing and 1" water service

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

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

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

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

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

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

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 3rd day of May, 2011 does by these presents GRANT, GIVE AND RELINQUISH TO:

North Alamo Water Supply

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

- 4. Approximately 27 ½' west of mile 4W on the north and south side of Mile 11N- Bore- Palos Rojos No.2
- 5. Proposing waterline 5' on R.O.W. 1,300' north from mile 11N on the west side of mile 4W- Line Ext.- Palos Rojos No.2 Sub

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

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

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

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

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

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

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 3rd day of May, 2011 does by these presents GRANT, GIVE AND RELINQUISH TO:

North Alamo Water Supply

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

- 6. Approximately 200' north of mile 18N on the west side of 1423- Bore- Gloria Vega
  Upgrade service connection from 3/4" to 1".

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

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

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

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

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

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

AI-26389 **6.A.**

Deactivate Cell Phone Service

CC CONSENT

Date:	05/03/2011
Submitted By:	Griselda Salazar, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	IT Department

Information

CAPTION

Health & Human Services:
Authorization to deactivate cellular service through the County's membership/participation with CONTRACT: DIR-SDD-604 with awarded vendor VERIZON WIRELESS for the following:

Department:	User:	Employee Number:	Cell Phone Number:
Health Dept.	Luis Galvan	093661	956-929-0668
Health Dept.	Jose Gonzales	95923	956-929-0662
Health Dept.	Fabian Luevano	080543	956-929-0645
Health Dept.	Jose Alvarez	155314	956-929-0651
Health Dept.	Felipe Diaz	115312	956-929-0652
Health Dept.	Juan Lopez	037796	956-929-0664
Health Dept.	Elizardo Ramos	033731	956-929-0669
Health Dept.	Rogelio Reyes	140864	956-929-0653
Health Dept.	Tod Buster	161845	956-929-0666
Health Dept.	Salvador Luna	086959	956-929-0663
Health Dept.	Ronnie Ramirez	058994	956-929-0644
Health Dept.	Ruben Hernandez	033027	956-929-0661

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No Budgetary Impact (Deactivation of Service).

Attachments

Link: Request Forms

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/26/2011 01:57 PM	APRV
2	Manuel Chapa	Manuel Chapa	04/27/2011 09:05 AM	APRV
3	Auditor's Office	Linda Fong	04/28/2011 04:13 PM	APRV

Form Started By: Griselda Salazar Started On: 04/26/2011 10:28 AM

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
□ Office Use *or* □ Individual	□ Data Card	□ Cellular Telephone $50/mo
□ Name Change	□ Blackberry	□ Data Pad $25/mo
□ Equipment Change	□ Other:	
□ Plan Change		
☒ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Luis Galvan Employee ID# 093661 Signature:

Department: Health + Human Svs Dept#: 340

Quantity: 1 950-929-0668

Service: $_____/mo (x) ____ months = _____ Account:_____-532

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

Requisition Total:_____ **Requisition Number:**_____

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Total:_____

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

Signature	Print Name	Date
	Eduardo Olivarez	4/13/11

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

Signature	Print Name	Date
	Valde Guerra	4/21/11

(4) IT DEPARTMENT ONLY:

Service Type Codes: Employee does not want to be taxed.

Commissioner's Court Action: **Commissioner's Court Date:** 5/3/11

□ **Approved Date:** _____ □ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☒ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Jose Gonzales Employee ID#_____ Signature:_____

Department: Health + Human Dept#: 340

Quantity: 1 956-929-0662

Service: $_____/mo (x) ____ months = _____ Account:_____-532

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

Requisition Total:_____ **Requisition Number:**_____

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Total:_____

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

Signature	Print Name	Date
	Eduardo Olivarez	4/13/11

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

Signature	Print Name	Date
	Valde Guerra	4/21/11

(4) IT DEPARTMENT ONLY:

Service Type Codes: Employee does not want to be taxed.

Commissioner's Court Action: **Commissioner's Court Date:** 5/3/11

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☒ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Fabian Luevano Employee ID# 080543 Signature: Fabian Luevano

Department: Health + Human Se. Dept#: 340

Quantity: 1 956-929-0645

Service: $_____/mo (x) ____ months = _____ Account:_____-532

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

Requisition Total:_____ **Requisition Number:**_____

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Total:_____

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

Signature	Print Name	Date
	Eduardo Olivarez	4/13/11

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

Signature	Print Name	Date
error	Valde Guerra	4/21/11

(4) IT DEPARTMENT ONLY:

Service Type Codes: Employee does not want to be taxed.

Commissioner's Court Action: **Commissioner's Court Date:** 5/3/11

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	**Wireless Data Device:**	**Stipend:**
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☒ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Joe Alvarez Employee ID# 155314 Signature: Joe Alvarez

Department: Health + Human Serv Dept#: 340

Quantity: 1 956-929-0651

Service: $_____/mo (x) ____ months = _____ Account: _____-532

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

Requisition Total: _____ **Requisition Number:** _____

STIPEND

(1) Employee: _____ Employee ID#_____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $_____/mo (x) ____ months = _____ Account: _____-532

Total: _____

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

Signature	Print Name	Date
	Eduardo Olivarez	4/13/11

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

Signature	Print Name	Date
	Valde Guerra	4/21/11

(4) IT DEPARTMENT ONLY:

Service Type Codes: employee does not want to be taxed

Commissioner's Court Action: **Commissioner's Court Date:** 5/3/11

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☒ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Felipe Diaz Employee ID# 11532 Signature: Felipe Diaz

Department: Health & Human Serv Dept#: 340

Quantity: 1 956-929-0652

Service: $_____/mo (x) ____ months = _____ Account: _____-532

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

Requisition Total: _____ **Requisition Number:** _____

STIPEND

(1) Employee: _____ Employee ID#_____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $_____/mo (x) ____ months = _____ Account: _____-532

Total: _____

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

Signature	Print Name	Date
	Eduardo Olivarez	4/13/11

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

Signature	Print Name	Date
	Valde Guerra	4/21/11

(4) IT DEPARTMENT ONLY:

Service Type Codes: Employee does not want to be taxed.

Commissioner's Court Action: **Commissioner's Court Date:** 5/3/11

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☒ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Juan Lopez Employee ID# 037796 Signature: Juan Lopez

Department: Health + Human Dept#: 340

Quantity: 1 956-929-0664

Service: $_____/mo (x) ____ months = _____ Account: _____-532

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

Requisition Total: _____ **Requisition Number:** _____

STIPEND

(1) Employee: _____ Employee ID#_____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $_____/mo (x) ____ months = _____ Account: _____-532

Total: _____

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

Signature	Print Name	Date
	Eduardo Olivarez	4/13/11

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

Signature	Print Name	Date
	Valde Guerra	4/21/11

(4) IT DEPARTMENT ONLY:

Service Type Codes: Employee does not want to be taxed.

Commissioner's Court Action: **Commissioner's Court Date:** 5/3/11

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☒ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Elizardo Ramos Employee ID# 033731 Signature: Elizardo Ramos

Department: Health + Human Ser Dept#: 340

Quantity: 1 956-929-0669

Service: $_____/mo (x) ____ months = _____ Account:_____-532

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

Requisition Total:_____ **Requisition Number:**_____

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Total:_____

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

Signature	Eduardo Olivarez	4/13/11
	Print Name	Date

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

Signature	Valde Guerra	4/21/11
	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Employee does not want to be taxed.

Commissioner's Court Action: **Commissioner's Court Date:** 5/3/11

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☒ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Rogelio Reyes Employee ID# 140864 Signature: Rogelio Reyes

Department: Health & Human Serv Dept#: 340

Quantity: 1 956-929-0653

Service: $_____/mo (x) ____ months = _____ Account: _____-532

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

Requisition Total: _____ **Requisition Number:** _____

STIPEND

(1) Employee: _____ Employee ID#_____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $_____/mo (x) ____ months = _____ Account: _____-532

Total: _____

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

Signature	Print Name	Date
	Eduardo Olivarez	4/13/11

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

Signature	Print Name	Date
	Valde Guerra	4/21/11

(4) IT DEPARTMENT ONLY:

Service Type Codes: Employee does not want to be taxed.

Commissioner's Court Action: **Commissioner's Court Date:** 5/3/11

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☒ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Tod Buster Employee ID# 16185 Signature: Todd Buster

Department: Health + Human Serv. Dept#: 340

Phone number (956) 929-0606

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

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

Requisition Total:_____ **Requisition Number:**_____

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Total:_____

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

Signature	Print Name	Date
	Eduardo Olivarez	4/13/11

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

Signature	Print Name	Date
	Valde Guerra	4/19/11

(4) IT DEPARTMENT ONLY:

Service Type Codes: employee doesnot want to be taxed

Commissioner's Court Action: **Commissioner's Court Date:** 5/3/11

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☒ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Salvador Luna Employee ID# 086959 Signature: [signature]

Department: Health + Human Serv Dept#: 340

Phone number (956) 929-0663

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

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

Requisition Total:_____ **Requisition Number:**_____

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Total:_____

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

Signature	Print Name	Date
[signature]	Eduardo Olivarez	4/13/11

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

Signature	Print Name	Date
[signature]	Valde Guerra	4/19/11

(4) IT DEPARTMENT ONLY:

Service Type Codes: Employee does not want to be taxed.

Commissioner's Court Action: **Commissioner's Court Date:** 5/3/11

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	**Wireless Data Device:**	**Stipend:**
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☒ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Ronnie Ramirez Employee ID# 058996 Signature: R. Ramirez

Department: Health + Human Serv Dept#: 340

Phone number (956) 929-0644

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

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

Requisition Total:_____ **Requisition Number:**_____

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Total:_____

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

Signature	Print Name	Date
	Eduardo Olivarez	4/13/11

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

Signature	Print Name	Date
	Valde Guerra	4/19/11

(4) IT DEPARTMENT ONLY:

Service Type Codes: Employee does not want to be taxed.

Commissioner's Court Action: **Commissioner's Court Date:** 5/3/11

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	**Wireless Data Device:**	**Stipend:**
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☒ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Ruben Hernandez Employee ID# 03027 Signature: [signature]

Department: Health + Human Ser Dept#: 340

Phone number (956) 929-0661

Quantity: 1

Service: $_____/mo (x) ____ months = _____ Account: _____-532

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

Requisition Total: _____ **Requisition Number:** _____

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Total:_____

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

[signature] Eduardo Olivarez 4/13/11

Signature Print Name Date

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

[signature] Valde Guerra 4/19/11

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Employee doesn't want to get taxed.

Commissioner's Court Action: **Commissioner's Court Date:** 5/3/11

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

AI-26421 **7.A.**

HCSO-Amendment #2-Contract #C-05-191-09-25 / Extension-E-10-199-05-04-HCSO/HCHD

CC CONSENT

Date:	05/03/2011
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Sheriff's Office

Information

CAPTION

1. Approval of Amendment No. 2 to Service Agreement #C-05-191-09-25 with EVERCOM SYSTEMS, INC., a division of SECURUS TECHNOLOGIES for "INMATE PAY TELEPHONE SERVICES" for Hidalgo County Sheriff's Office.

2. Presentation for discussion, consideration, acceptance, and approval to exercise the one (1) year extension (on an annual basis) as stated in the current "Memorandum of Understanding" (MOU)-E-09-227-05-12 for "Prenatal Health Care Services of Inmates" between the Hidalgo County Sheriff's Office and Hidalgo County Health Department effective- 05/08/11 - 05/07/12.

BACKGROUND

Amendment No. 2 to C-05-191-12-06
Contract#C-05-191-12-06 - Evercom Systems, Inc, a division of SECURUS TECHNOLOGIES

Contract #E-10-199-05-04-MOU-Prenatal Services for Inmates
Extension Memo Approval by HCSO

Fiscal Impact

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

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

BUDGETARY IMPACT:

This is a revenue generating project and does not require County expenditures.

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-423-21-280-002-0-331

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

BUDGETARY IMPACT:

Obj. 331 Available balance as of 4-28-11 $97,225.20

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-360-00-000-001-0-000

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

BUDGETARY IMPACT:

Revenues deposited into Gen. & Jail Commissary

Attachments

Link: Contract Doc#C-05-191-09-25

Link: Contract Doc#E-10-199-05-04

Link: Acknowledgment

Link: Amendment

Link: email

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Nielda Cavazos	04/28/2011 07:56 AM	APRV
2	Budget & Management	Erika Zamora	04/28/2011 08:18 AM	APRV
3	Manuel Chapa	Manuel Chapa	04/28/2011 03:13 PM	APRV
4	Auditor's Office		04/29/2011 11:09 AM	NEW

Form Started By: Letty Saenz Started On: 04/27/2011 04:13 PM

Final Approval Date: 04/29/2011

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT No. 1 to SERVICE AGREEMENT BETWEEN HIDALGO COUNTY, TEXAS AND EVERCOM SYSTEMS, INC, a division of **SECURUS TECHNOLOGIES**

This **AMENDMENT** to the **HIDALGO COUNTY INMATE PAY TELEPHONE SERVICE AGREEMENT (C-05-191-12-06)** by and between **HIDALGO COUNTY, TEXAS** ("County") and **EVERCOM SYSTEMS, INC,** a division of **SECURUS TECHNOLOGIES** ("Contractor") is entered into between the parties effective this **13th** day of **December, 2010.**

WHEREAS, Contractor and County entered into a Service Agreement effective December 06, 2005 in which Vendor agreed to provide certain services for "Inmate Pay Telephone Services" (the "Agreement") at Hidalgo County Sheriff's Department;

WHEREAS, the Agreement, specifically incorporated by reference the Request for Proposals (RFP) and the parties option to extend the Agreement for an additional Sixty (60) Days at the end of the Contract term;

WHEREAS, the parties have agreed to extend the term of the contract as per the original Agreement and further desire to amend the Agreement as hereinafter provided;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor hereby agree to the following amendment to include by reference Exhibit A & B (the "Requirements") to the Service Agreement, and further modify and change the grace period extension from Sixty (60) Days and reflect One Hundred Fifty (150) Days:

1. TERM: Article 7. of the Agreement is hereby deleted in its entirety and the following substituted in lieu thereof:

The Contract consists of:

A. This document;
B. Exhibits A through B, attached hereto, hereinafter cumulatively referred to as "Requirements" and "Contractor's Response"

2. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and County and Contractor ratify and confirm the terms and provisions of the Agreement, as amended.

RECEIVED
1-25-11 VS

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

EVERCOM SYSTEMS, INC, a division of
SECURUS TECHNOLOGIES

By: WILLIAM A MARKEAS
ts CFO

Approved by Legal
MVC
1.31.11
Initial & Date

HIDALGO COUNTY, TEXAS

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court
on 12/13/10

APPROVED AS TO FORM:
Hidalgo County District Attorney

Josephine L. Ramirez,
Assistant Criminal District Attorney

Constable Celestino Avila Jr.	$	310.00	October 2010
Constable Gilberto Alaniz	$	510.00	October 2010
Constable Larry Gallardo	$	3,810.00	October 2010
Constable Eddie Guerra	$	910.00	October 2010
Chief Deputy Constable Daniel Marichalar	$	310.00	October 2010
Fire Marshal	$	5,890.00	October 2010
Law Library	$	1,651.00	October 2010
Tax Assessor Collector	$	2,114,637.19	October 2010
J.P. Bobby Contreras	$	96,565.25	June 2010
J.P. Luis Garza	$	68,793.09	July 2010
J.P. Ismael "Melo" Ochoa	$	53,355.25	July 2010
J.P. Luis Garza	$	70,810.23	August 2010
J.P. Espiridion "Speedy" Jackson	$	17,035.39	September 2010
J.P. Gilberto Saenz	$	38,943.50	October 2010
J.P. Bobby Contreras	$	61,267.75	October 2010
J.P. Rosa E. Trevino	$	54,284.20	October 2010
J.P. Luis Garza	$	65,036.50	October 2010
J.P. Espiridion Jackson	$	13,671.06	October 2010

11. Purchasing Department:

A. AI-24382 Approval of Amendment No. 1 to Service Agreement #C-05-191-09-25 with EVERCOM SYSTEMS, INC., a division of SECURUS TECHNOLOGIES for "INMATE PAY TELEPHONE SERVICES" for Hidalgo County Sheriff's Office.

approved

B. AI-24375 Requesting authority for Co Judge to execute awarded agreement (approved on CC 09/14/10) with Dos Logistics, Inc., for "Building Repairs and/or Renovations for Hidalgo County Pct 2 Area-On an as needed basis." C-10-279-09-14

approved

C. AI-24351 Requesting approval to correct commencement date from 08-17-10 to 12-14-10 (to coincide with vendor's insurance compliance), with BFI Waste Services of Texas for "Garbage Collection at Los Ebanos Pavilion," and with authority for Co. Judge to execute contract-C-10-244-08-17.

approved

D. AI-24333 Hidalgo County Precinct 3 is formally requesting authorization and approval to remove the following Hidalgo County Fixed Assets from the current inventory list:

approved

	Asset Tag#	Description	Serial No.
1.	20680	Magnum Kohler Marine Water	8211432
2.	23630	Thermo Pothole Patcher (W#Unit 23629)	JO377

E. AI-24340 Hidalgo County Precinct 4 is formally requesting approval to remove the following Hidalgo County fixed assets from the current inventory list:

approved

Asset Tag#	Description	Serial No.
1. 49124	Stationary Water Pump	12H3320115B8
2. 28868	2000 Gal. Water Tank	N/A
3. 51013	Echo CS 450 Chain Saw	C05812008939
4. 46774	Echo CS 510/20 Chain Saw	C02803012997

F. AI-24344 Requesting approval to correct commencement date from 12-4-10 to 12-14-10, to awarded agreement (approved CC 11/30/10) with BIO-OPS MEDICAL WASTE SERVICES, LLC, for "Hidalgo County-Bio-Hazardous Medical Waste Disposal Services," C-10-364-12-14

approved

AI-24382 **11.A.**

HCSO-AMENDMENT #1-C-05-191-12-06-Evercom Systems, Inc, a division of Securus Technologies

CC CONSENT

Date: 12/13/2010
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Approval of Amendment No. 1 to Service Agreement #C-05-191-09-25 with EVERCOM SYSTEMS, INC., a division of SECURUS TECHNOLOGIES for "INMATE PAY TELEPHONE SERVICES" for Hidalgo County Sheriff's Office.

BACKGROUND

Amendment No. 1-C-05-191-12-06-Evercom Systems, Inc, a division of SECURUS TECHNOLOGIES
Contract#C-05-191-12-06

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-421-00-280-001-0-432/532
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
This is a revenue generating project and does not require County expenditures.

Attachments

Link: Contract Document#C-05-191-12-06-Evercom Systems, Inc
Link: amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/09/2010 05:13 PM	APRV
2	Budget & Management	Erika Zamora	12/09/2010 05:44 PM	APRV
3	Manuel Chapa	Manuel Chapa	12/10/2010 07:42 AM	APRV
4	Auditor's Office		12/10/2010 08:02 AM	NEW

Form Started By: Letty Saenz Started On: 12/09/2010 04:30 PM
Final Approval Date: 12/10/2010

PURCHASING DEPARTMENT
PURCHASING DEPARTMENT
County Of Hidalgo
County Of Hidalgo

November 10, 2010

Misty Morse, Executive Assistant
EVERCOM SYSTEMS, INC. a division of
SECURUS TECHNOLOGIES
14651 Dallas Parkway Suite 600
Dallas, Texas 75254
Ph. (972) 277-0300

Via facsimile (972) 277-0301
Via email mmorse@securustech.net

Re: EXTENSION - SIXTY (60) DAY GRACE PERIOD - C-05-191-12-06-"INMATE PAY TELEPHONE SERVICES" - HIDALGO COUNTY

Dear Ms. Morse:

Commissioners' Court will take applicable action **(Tuesday, November 16, 2010)** in connection with the Hidalgo County's option to exercise the **Sixty (60) Day grace period** as stated in the current contract in place while the procurement process is completed. **(Commencing, December 6, 2010 - Expiring, February 5, 2011)** or **(upon completion of the procurement process which ever comes first)** under the same rate, term and conditions.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than. Friday, November 12, 2010, attn: Leticia Saenz, Contracts Mgr. to facsimile (956) 318-2629 or via email leticia.saenz@co.hidalgo.tx.us.

By: _____ Date: 11-11-10

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 ext. 4861. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Respectfully,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: File

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

Pct. #4) for the purposes of award for: "Faysville Pump House Force Main Pipe Materials Only" through project #2010-338-10-13-OGG to Aguaworks Pipe & Supply, LLC as the lowest responsible bidder meeting all specifications in an amount of $61,558.88

C. Facilities Management:

1. AI-23893 a. Acceptance of proposal received (for the purpose of award) from Quest Construction Products,LLC/Hydro Stop Inc, LLC (through Hidalgo County's membership/participation with state, cooperative purchasing programs and/or interlocal awarded HCDE, Choice Facility Partners Contract #08/021JC-01) for the purchase of roofing materials and related accessories, to include, but not limited to delivery and any other items needed to complete the: "Roof Repair to the Rudy De La Viña Juvenile Detention Center located at 3100 So. Bus. Hwy 281 Edinburg, TX which is being renovated/converted into an autopsy facility in an amount of **$40,836.06** through project #2010-359-OGG;

approved

b. Acceptance of proposal received (for the purposeof award) from Quest Construction Products,LLC/Hydro Stop Inc, LLC (through Hidalgo County's membership/participation with state, cooperative purchasing programs and/or interlocal awarded HCDE, Choice Facility Partners Contract #08/021JC-01) for the purchase of roofing materials and related supplies/accessories, including, but not limited to delivery and any other items needed to complete the:"Roof Repair to Surplus Warehouse adjacent to the Elections Warehouse located at 317 N. Closner Edinburg, TX in the amount of **$5,493.11** through project #2010-371-OGG.

approved

D. Colonia Access Program Pct. 1 / Agapito Vargas

1. AI-23804 Acceptance and approval of the following items in connection with Colonia Boyce (Pct No. 1) with Valley Paving as submitted through project engineer L. L. Rodriguez (C-CAP-09-469-04-06):

approved a-b

a. Application for Payment No. 4 Retainage Release in the amount of $11,910.94;

b. "Certificate of Construction Completion" reflecting the date of September 10, 2010.

E. Sheriff's Office

1. AI-23950 Requesting authority to exercise the sixty (60) day grace period extension as provided in the current contract for:"INMATE PAY TELEPHONE SERVICES" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with EVERCOM SYSTEMS, INC a DIVISION OF SECURUS TECHNOLOGIES-effective 12/06/10 - 02/05/11, or (upon completion of the procurement process which ever comes first)

approved

F. Co. Wide

1. HIDALGO COUNTY RE: REAL ESTATE ACQUISITIONS-
Requesting authority to obtain and approval of (when applicable), including, but not limited to, the following items necessary in anticipation of real property/estate acquisition(s): fair market value appraisals, inspections, surveys, all phases-environmental assessments, title reports or title policies services, commercial contracts (improved property) or option contracts with authority for County Auditor to issue required earnest money payment(s) or option payment(s) and County Judge or Presiding Officer to execute necessary/required document(s)

nothing to report

17. Adjourn

AI-23950 **16.E.1.**

HCSO-Sixty (60) Day Extension-INMATE PAY TELEPHONE SERVICES-Evercom Systems Inc a Division of SECURUS TECHNOLOGIES-C-05-191-12-06

CC REGULAR

Date: 11/16/2010
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Sheriff's Office

Information

CAPTION

Requesting authority to exercise the sixty (60) day grace period extension as provided in the current contract for:"INMATE PAY TELEPHONE SERVICES" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with EVERCOM SYSTEMS, INC a DIVISION OF SECURUS TECHNOLOGIES-effective 12/06/10 - 02/05/11, or (upon completion of the procurement process which ever comes first)

BACKGROUND

60 Day Letter of Extension to Evercom Systems Inc a Division of Securus Technologies Contract #C-05-191-12-06

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-421-00-280-001-0-432/532
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Funding available as of 11-12-10.

Attachments

Link: 60-Day Letter of Extension-Evercom Systems Inc a Division of Securus Tech-C-05-191-12-16
Link: contract# C-05-191-12-16

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/12/2010 11:08 AM	APRV
2	Budget & Management	Erika Zamora	11/12/2010 01:00 PM	APRV
3	Manuel Chapa	Manuel Chapa	11/12/2010 03:24 PM	APRV
4	Auditor's Office	Angela Garcia	11/12/2010 04:52 PM	APRV

Form Started By: Letty Saenz Started On: 11/10/2010 04:54 PM
Final Approval Date: 11/12/2010

Hidalgo County Inmate Telephone Service Agreement
C-05-191-12-06

THIS CONTRACT, made and entered into this 6th day of **December, 2005** by and between **HIDALGO COUNTY, TEXAS** (hereinafter referred to as "County") and **EVERCOM SYSTEMS, INC.**, a Delaware Corporation (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, County advertised for bids for services and materials connected with purchase of equipment and installation necessary for inmate telephone service and

WHEREAS, Contractor was the successful bidder in response to the Request for Proposals by County.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto s follows:

1. Contractor shall perform all of the work and provide all materials, equipment and labor (the "Services") required in accordance with the terms and conditions of the Request for Proposals, a copy of which is attached hereto as Exhibit "A" (the "RFP")/

2. Contractor represents and warrants to County that Contractor possesses all of the licenses, permits and expertise required to perform the services contemplated in the RFP including, but not limited to, the supplying of the equipment (as described in the RFP) and the installation of such equipment (the "Services"). Contractor warrants and represents that during the term of this Agreement, Contractor shall maintain all such licenses and permits. Contractor warrants that the Services rendered, including all materials, furnished shall be in accordance with the terms of the Contract Documents.

3. The term "Contract Documents" as used herein shall include the following documents, and this Contract does hereby expressly incorporate same herein fully as if set for verbatim in this Contract:

a. RFP dated November 2, 2005 (the "RFP"), a copy of which is attached hereto as Exhibit "A" and incorporated herein for all purposes;

b. Contractor's Proposal to the RFP identified by signature of John J. Viola, a copy of which is attached hereto as Exhibit "B" and incorporated herein for all purposes.

c. All documents furnished by county to Contractor, including but not limited to Request for Proposals ("Proposal") and all other clarifications submitted by contractor in response thereof;

d. This Contract.

In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence, this Contract, the RFP, and the Proposal.

4. All provisions of the Contract documents shall be strictly complied with and conformed to by Contractor and no amendment to this Contract shall be made except upon the written consent of the parties. No amendment shall be construed to release either party from any obligation, representation and/or warranty of the contract Documents except as specifically provided for in such amendment.

5. Service Agreement.

a. *Installation.* All work will be done in a professional, workman-like manner by fully qualified and trained personnel. Contractor represents and agrees that all personnel associated with installation and repair and training services are screened for background of criminal history. The number of inmate telephones and telecommunication devices of the deaf installed at

the Hidalgo County jail will be determined by the Chief Deputy of the Hidalgo County Sheriff's Department. All equipment provided by Contractor shall remain the property of Contractor and will be installed at no cost to the County.

b. Contractor must respond by arriving on premise anytime during a twenty-four (24) hour per day basis, three hundred and sixty-five (365) days of the year. All repairs or replacements must be started within two (2) hours following a service request.

c. Contractor shall coordinate with County for the removal and change out of present inmate telephone services and the local exchange carrier to minimize the down time and interruption of inmate telephone service.

6. **Distribution of Collected Proceeds by Evercom**

Contractor agrees to provide Hidalgo County distribution of gross billed revenues as follows:

a. Monthly telephone revenues for Local Service

58% of monthly Gross Billed revenue from all installed telephones based on a flat local calling rate of $3.00

b. Monthly telephone revenues for Long Distance Service:
Fifty-eight Percent (58%)

6.1 Contractor agrees to provide Hidalgo County Sheriff's Department Forty percent (40%) monthly discount on prepaid calling cards:

a. $10.00 International Debit Card will cost the Hidalgo County Sheriff's Department Commissary - $6.00.

b. $20.00 International Debit Card will cost the Hidalgo County Sheriff's Department Commissary -$12.00.

c. $30.00 International Debit Card will cost the Hidalgo County Sheriff's Department Commissary - $18.00.

Gross revenue includes all flat rate and usage charges plus any surcharges billed less no deductions. All commission calculations will use the billed amounts and no other form of calculation commissions will be accepted.

Distribution will be made within sixty (60) days following the end of the month in which the call giving rise to the revenue is generated.

7. **Term.**

a. Subject to the provisions of (b) below, the term of this Agreement shall be fora period of two (2) years commencing December 6, 2005 and may be renewed by County for three (3) additional one (1) year term under the same rates, terms and conditions.

b. In the event that Contractor shall fail to perform keep and observe any of the terms, covenants and conditions of this Agreement, County shall give Contractor written notice of such default and in the event said default is not remedied to the satisfaction and approval of County, County may, on thirty (30) days written notice terminate this Contract.

County, at its sole discretion, may terminate this Contract on sixty (60) days written notice.

Should Contractor for any reason in the sole opinion of County become unable to complete the work specified in this contract, County may, in its sole discretion, call the performance bond due, in full, as and for such non-performance, and/or liquidated damages.

8. **Access.** County agrees to provide Contractor reasonable access to the premises and the telephone facilities as required by Contractor to perform the services outlined in this Contract. In the event Contractor installs any equipment on county premises as part of this contract such equipment shall remain the property of Contractor. All inside wiring and conduit placed by

Contractor under this Agreement becomes the property of County upon termination and/or expiration of this Contract. Except as required by applicable law, no person or entity other than County and Contractor will have access to the facility.

9. This Contract is entered into subject to the following conditions:

1. In the event that any provision or portion of any contract documents shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the laws of the State of Texas. The invalidity or unenforceability of any provision or portion of any Contract Documents shall not affect the validity or enforceability of any other provisions or portion of the Contract Documents.

2. Contractor shall use its best efforts to keep to a minimum disruption or interruption of the County's jail facility and/or work of County employees while performing its work in accordance with the Contract Documents.

10. Contractor expressly acknowledges that Contractor will be acting as an independent contractor for all purposes, including payment of social security, withholding taxes and all other federal, state and local taxes. Contractor, as independent contractor, shall be solely responsible to its employees, agents, third party contractors, or any other person supplying labor or materials for Contractor in performing any portion of this contract or any action or omission incident thereto.

11. Contractor assumes full responsibility and liability for all labor and materials furnished and activities conducted by Contractor pursuant to the contract and any action or omission incident thereto.

12. Contractor will indemnify and hold County, its elected officials, officers, agents and employees (the "Indemnified Parties") harmless from any and all claims, actions, liability, and

expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or arising out of any alleged negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Contract, whether such act, omission, or failure was the Contractor's or that of any person providing Services hereunder through or for the Contractor. Upon written notice from County, the Contractor will resist and defend at Contractor's own expense, and by counsel reasonably satisfactory to County, any such claim or action. Such indemnification shall include, but not be limited to, all the Indemnified Parties' attorneys fees and costs incurred in defending or responding to any action brought or threatened against the Indemnified parties for any action or omission arising from or incident to Contractor's performance under this Contract.

13. **Insurance Requirements.** For this Agreement to become effective Contractor must provide County with a Certificate of insurance naming county as additional insured for the activities of Contractor providing inmate telephone equipment and service in the Hidalgo County Jail, to all policies listed below and state that Hidalgo County Commissioners Court will receive thirty (30) days advance written notice of any materials change or cancellation of any policy listed on the Certificate.

General Liability: Limits for General Liability shall be no less than $1,000,000 bodily injury each occurrence and $500,000 property damage each occurrence and $1,000,000 property damage in aggregate. An acceptable alternative will be $1,000.000 combined single limit for bodily injury and property damage.

Automobile Liability: Coverage should be afforded on all owned, non-owned and hired vehicle whether private passenger or other than private passenger. Limits for automobile

liability should be no less than $500,000 bodily injury per person, $1,000,000 per accident and $500.000 property damage each accident. An acceptable alternative will be $1,000,000 combined single limit for bodily injury or property damage.

Workers Compensation: Coverage should be afforded for all operations of Contractor's business as required by the State of Texas. Coverage for Employer's Liability should be no less than $500,000 for all claims.

14. **Performance Bond**. For this Contract to become effective Contractor must furnish a performance bond in the form of a bond issued by a surety company authorized to do business in the State of Texas, within ten (10) calendar days after award of this contract, and prior to any installation work or equipment delivery or performance of the Services. The performance bond must be payable to County in the amount of $20,000 and will be retained during the full period of this contract and/or renewals. No personal or company checks are acceptable. This Contract and dates of performance must be specified in the performance bond. In the event that County exercises it options to extend the Contract for an additional period, the Contractor shall be required to maintain the validity and enforcement of the bond for the said period, pursuant to the provisions of this numbered paragraph, in an amount stipulated by county at the time of the renewal of this Contract.

15. This Contract shall be governed by the laws of the State of Texas and shall be performable in Hidalgo County, Texas.

16. Contractor agrees, for itself and on behalf of its successors, and any person or persons claiming under Contractor by virtue hereof, that this Contract and the rights, interests, and benefits hereunder cannot be assigned, transferred, pledged, or hypothecated in any way and shall not be subject to execution, attachment, or similar process. Any such attempt to do so, contrary to

the terms hereof, shall be null and void and shall relieve the County of any and all obligations or liability hereunder.

17. If any provision, paragraph, or subparagraph of this Contract is adjudged by any court of law to be void or unenforceable, in whole or in part, such adjudication shall not be deemed to affect the validity of the remainder of the contract, including any other provision, paragraph or subparagraph.

Each provisions, paragraph, and subparagraph of this Contract is declared to be separable from every other provision, paragraph, and subparagraph and constitutes a separate and distinct covenant.

18. Contractor shall commence the performance of the Services on December 6, 2005 and the Services shall be completed on or before December 6, 2007.

19. County will not withhold income tax or Social Security tax on behalf of the Contractor or any of Contractor's partners, employees, subcontractors, or agents. In addition, none of the foregoing will have any claim under this Contract or otherwise against County for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind The Contractor will have exclusive responsibility for the payment of all such taxes and arrangement for insurance coverage and will discharge such responsibility fully.

20. The Contractor will incur no financial obligation on behalf of County without prior written approval of the County Judge. The Contractor will be responsible for all personal and professional expenses, including, but not limited to, membership fees and dues and expenses of attending conventions and meetings.

21. Contractor will not discriminate on basis of race, color, sex, age, religion, national origin, or handicap in providing services under this Contract or in the selection of associates, employees, or independent contractors.

22. Following the expiration of this Contract or its termination for any reason, Contractor agrees to do nothing that may interfere with any contract of County with any other individual or entity for the provision of the Services.

23. Any waiver of enforcement of any provision or waiver of any breach of this Contract, whether or not recurring, shall not be construed as a waiver of any subsequent enforcement or breach.

24. The invalidity or unenforceability of any provisions of this Contract will not affect the validity or enforceability of any other provision.

25. Any amendments to this Contract will be effective only if in writing and signed by County and the Contractor.

26. The defined terms used herein are for convenience only and do not limit the contents of the Contract.

27. All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

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

29. No waiver or modification of the contract documents shall be valid unless it is in writing and signed by the County and Contractor.

30. This Contract shall be binding upon, and inure to the benefit of Contract and County and their respective successors and assigns.

31. If either party hereto shall breach any of the terms hereof, such party shall pay to the non-defaulting party all of the non-defaulting party's costs and expenses, including attorney's fees and court costs, incurred by such party in enforcing the terms of this Contract.

32. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof. This Contract supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject matter hereof.

33. All notices shall be given in writing and be sent by registered or certified mail, return receipt requested, and shall be addressed:

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

If to Contractor: Evercom Systems, Inc.
Attn: Mr. John J. Viola
14651 N. Callas Pkwy, Suite 600
Dallas, Texas 75254

34. **Proprietary Information**. To the extent permitted by applicable law, County agrees that all information relating to Contractor "Non-Sent Paid" calls (collect calls), the contents of this Agreement and all pricing and proposals related to the Services are proprietary to Contractor All such information, to the extent permitted under the Texas Open Records Act and other applicable law, will be held in trust and confidence by county.

35. 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).

36. Contractor shall, on thirty days notice, provide to County all bonds and records concerning this Contract and/or County's facility which is the subject of this contract for County's Auditor or other representatives for purpose of inspection and/or audit to verify Contractor's compliance with the terms and provisions of this contract.

EXECUTED as of the day and year first written above.

COUNTY:

By: _____
Ramon Garcia, County Judge

CONTRACTOR:

By: _____
John Viola, Vice-President

ATTEST:

_____
Eddy Trevino, County Clerk

Approved by Commissioners' Court
on 12-6-05

Approved on Commissioners' Court December 6, 2005

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By: _____

EXHIBIT "A"
REQUIREMENTS

EXHIBIT "A"

HIDALGO COUNTY ADULT DETENTION FACILITY
REQUEST FOR PROPOSALS

RFP NO: 2005-191-11-02ROL

BY ORDER OF THE COMMISSIONERS' COURT OF HIDALGO COUNTY, TEXAS sealed proposals will be received for:

HIDALGO COUNTY ADULT DETENTION FACILITY - "INMATE PAY TELEPHONE SERVICES"

TO PROVIDE for a two (2) year contract commencing upon termination of current contract and with the County's option to extend for three (3) additional one (1) years terms under the same rates terms and conditions. Hidalgo County reserves the right to continue this bid for an additional (60) day "Grace Period" at the end of the contract term for unforseen delay of award for next contract term.

PRE-CONFERENCE MEETING: A pre-proposal conference (walk through) will be held at the County of Hidalgo Adult Detention Facility located at 711 El Cibolo Rd. in Edinburg TX. 78504 on **TUESDAY, OCTOBER 18, 2005 AT 2:00 P.M..**

IT IS UNDERSTOOD that Hidalgo County reserves the right to reject any or all proposals as it shall deem to be in the best interest of the County. The award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation taking into consideration the relative importance of services and other evaluation factors set forth in the request for proposals.

PROPOSALS SHALL include the RFP and all additional documents submitted. The proposal shall be placed in a sealed envelope, with each page manually signed by a person having the authority to bind the firm in a contract and shall be clearly marked on the outside as shown below. **FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED.**

SUBMISSION OF PROPOSALS: TEN (10) COPIES OF ALL PROPOSALS SHALL BE SEALED, WITH PROPER BID NUMBER AND PROJECT NAME WRITTEN ON THE OUTSIDE OF THE ENVELOPE AND SUBMITTED AS OFFEROR'S RESPONSE TO:

MARTHA L. SALAZAR, CPPB/PURCHASING AGENT
HIDALGO COUNTY PURCHASING DEPARTMENT
100 EAST CANO, 4TH FLOOR (ADMINISTRATION BUILDING)
EDINBURG, TEXAS 78539

ENVELOPE CLEARLY MARKED: **RFP NO. 2005-191-11-02ROL - HIDALGO COUNTY ADULT DETENTION FACILITY - "INMATE PAY TELEPHONE SERVICES"**

ADDITIONAL specifications may be obtained by calling the Hidalgo County Purchasing Department at (956) 318-2626 or may be picked up at 100 E. Cano St., 4th Floor (Administration Building), Edinburg, Texas, during the normal business hours of 8:00 a.m. to 5:00 p.m.

EXHIBIT "A"

REQUEST FOR PROPOSALS

HIDALGO COUNTY ADULT DETENTION FACILITY
"INMATE PAY TELEPHONE SERVICES"

RFP NO: 2005-191-11-02ROL

PURPOSE

The Commissioners Court of Hidalgo County is requesting proposals from qualified vendors to provide telephone equipment and services for LOCAL, INTRALATA, INTERLATA COINLESS INMATE TELEPHONE SERVICE at the HIDALGO COUNTY ADULT DETENTION FACILITY. It is County's intent to select only ONE company to provide the equipment and services specified.

GENERAL INFORMATION

Firms or companies desiring to provide services, described in the SCOPE OF SERVICE shall submit ONE (1) **ORIGINAL AND TEN (10) COPIES of their proposal by** no later than **9:30 A.M., ON WEDNESDAY, NOVEMBER 2, 2005,** to the attention of the Hidalgo County Purchasing Agent, Martha L. Salazar, CPPB, located at 100 East Cano, 4th Floor (Administration Building), Edinburg, Texas 78539. **PROPOSALS RECEIVED AFTER DATE AND TIME SPECIFIED WILL BE RETURNED UNOPENED.** The County will not be responsible for late deliveries or mail delays. **FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED.**

APPLICABLE LAWS

The contract shall be constructed according to the laws of the STATE OF TEXAS and Hidalgo County. The contractor shall comply with all local, state and federal laws and regulations related to the performance of the contract, the awarded, is performable in Hidalgo County.

QUESTIONS REGARDING THIS R.F.P.

Hidalgo County is bound by statements made or information given during the procurement consideration and award ONLY when such statements or information are written and executed under authority of Hidalgo County Commissioner's Court.

This provision exists solely for the convenience and administrative efficiency of Hidalgo County. No proposer or other third party gains any rights by virtue of this provisions or the application thereof, nor shall any proposer or third party have any standing to sue or cause an action arising herefrom.

PERFORMANCE BOND

The successful bidder must furnish a performance bond in the form of a bond issued by a surety company authorized to do business in the State of Texas, a Cashier's Check or Irrevocable Letter of Credit issued by a Federally insured banking institution to the County of Hidalgo within ten (10) calendar days after award of the contract, and prior to any installation work or equipment delivery. The performance bond must be made payable to Hidalgo County in the amount of **TWENTY THOUSAND DOLLARS ($20,000.00)** and will be retained during the full period of the contract and/or renewals. No personal or company checks are acceptable. The contract number and dates of performance must be specified in the performance bond. In the event that Hidalgo County exercises its option to extend the contract for an additional period, the contractor shall be required to maintain the validity and enforcement of the bond for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of the contract renewal.

AMERICAN WITH DISABILITIE CT

In connection with the furnishings of goods and services under this contract, the Vendor and Vendor's subcontractors shall comply with all applicable requirements and provisions of the American with Disabilities Act (ADA).

ASSIGNMENT OF CONTRACT

The services to be performed by the Vendor shall not be assigned, sublet, or transferred without prior written approval of the County, nor shall the Vendor assign any monies due or to become due to him under any contract entered into with the County pursuant to these specifications, without prior written approval of the County.

TERMS AND CONDITIONS

The County reserves the right to accept and/or reject any or all proposals, with or without cause, to waive any technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the County, or to award a contract to the next most qualified proposer if a successful proposer does not execute a contract within fifteen (15) days after the award of the proposal.

The County reserves the right to request clarification of information submitted and to request additional information from one or more proposers. The decision of the County is final and binding.

Proposal must be valid for ninety (90) days and shall constitute an irrevocable odder to provide the products and services set forth in the Request For Proposals until one or more contracts have been awarded.

All costs and expenses associated with the preparation and submission of proposals shall be the responsibility of the submitter and no reimbursements for such charges or expenses shall be passed on to the County.

All compensation to the county will be in the form of monthly commission payments only. No signing bonuses, equipment, gifts, or favors of any kind will be considered or accepted. Offering of such items may cause your proposal to be rejected and eliminated from consideration.

All records, documents and information collected and/or maintained by others in the course of the preparation of this proposal shall be made accessible to the County for purposes of inspection, reproduction, and audit with out restriction. The proposed Vendor shall agree that the County or its designees may audit, examine, and copy any and all books, records, and information relating to the proposed Vendor's services at no additional cost to Hidalgo County. Also the proposed vendor must maintain all records until the contract is awarded.

INSURANCE AND LIABILITY REQUIREMENTS

Successful vendor shall defend, indemnify and save harmless Hidalgo 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 agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful vendor shall pay any judgment and costs which may be obtained against Hidalgo County growing out of such injury or damages.

SELECTION/EVALUATION CRITERIA

The County shall make a selection(s) based upon the following criteria:

CRITERIA	WEIGHT
Commission	**35 %**
Experience, Reliability and Stability	**30 %**
Proposed Method of Performance	**05 %**
Equipment	**15 %**
Services	**15 %**

CAUSE FOR TERMINATION

In the event that the Vendor shall fail to perform, keep and observe any of the terms, covenants and conditions of the contract to be performed, the County shall give the Vendor written notice of such default and in the event said default is not remedied to the satisfaction and approval of the County within thirty (30) calendar days of receipt of such notice by the Vendor, the Vendor shall have no right to further perform under this contract.

The County, at its sole discretion, may terminate this contract, if in the County's opinion, the Vendor is carrying out the terms of the Contract in an unreasonable, unprofessional, or unworkmanlike manner. Said termination notice for this particular reason shall occur upon the provision of written notice at least thirty (30) calendar days in advance of the date of the proposed termination.

This agreement may be terminated by either party only upon notice, in writing, delivered to the other party at least sixty (60) days in advance of the effective date of the termination.

Should the Vendor for any reason become unable to complete the work called for by virtue of the Agreement for Inmate Telephone Service, the County may, in its sole discretion, call the performance bond due, in full, as and for such nonperformance, and/or as liquidated damages.

VENDOR SELECTION CHALLENGE

If a vendor should desire to challenge the County Commissioners' award decision for this RFP, the appealing vendor shall post a bond, naming Hidalgo County as the protected party, in the amount of Fifteen Thousand Dollars ($15,000.00). This bond will be forfeited to Hidalgo County in the event the appeal is denied. Further, the appealing vendor shall bear all costs of the appeal process and all costs to provide any temporary Inmate Telephone Service.

CONFLICT OF INTEREST

The Vendor represents, warrants, and affirms that it shall not take any actions in performing its duties and obligations under this Agreement that would constitute any bids, prejudice, or advantage that would be of benefit to any third party attempting to contract with the County for the provision of inmate telephone service. The Vendor further represents, warrants, and affirms that it has not, and will not during the term of this proposal process, offer any payment or donations of monies or services to any third party of this contract with the County regarding the provisions of Inmate Telephone Service to the County.

Include a **NOTARIZED** statement of the above paragraph in your proposal certifying that no member of your company ownership, management or staff has a vested interest in any aspect or department of the County. Also specify that you have and will comply with the above Conflict of Interest Statement.

HISTORICAL DATA APPROACH

Describe how your firm plans to approach this project to ensure your work meets and continues to provide for the needs of the County as expressed in the list below and the Scope Of Work section.

1) Fully describe the installation requirements necessary for your proposed equipment and services.

2) What environmental conditions must be in place for your equipment to function properly?

3) Vendor must submit an implementation plan containing all steps and time frames for installation of telephone sets, common equipment, local access lines, long distance carrier service, and any other factors affecting the installation process. (Fully documented Pert/Gnatt charts are acceptable.) This implementation plan will become a part of the contract and must be followed. All telephones must be "cut over" operational and removed within five (5) working days of the proposed cut over date.

4) Use of existing or in-place conduit, raceways, cable ways, cable, inside wiring, telephone set mountings, switches, terminal boxes, and terminals within the facility are at the risk of the contractor. No exposed wiring will be permitted. Ownership of any wiring or conduit placed under by the successful bidder, becomes the county's upon termination and/or expiration of contract.

5) Please explain how your company provides remote diagnostics, programming, polling and system alarm reporting.

6) The successful bidder must provide all necessary labor, parts, materials, and transportation to maintain all inmate telephones in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the contract. No charge may be made to Hidalgo County for maintenance of the system. The Vendor will provide, at no cost to Hidalgo County, any system upgrades, or additional features developed in a timely manner as required by the County.

7) For repair service, the Vendor must respond by arriving on premise anytime during a twenty-four (24) hour per day basis, three hundred and sixty-five (365) days of the year. All repairs or replacements must be started within four (4) hours following a service request. A complete list of contractors/subcontractors managers, administrators, technicians, etc.. must be provided to Hidalgo County. This includes a complete list of business, cellular and beeper numbers; the Vendor's management home and emergency phone numbers must also be furnished. Provide a copy of your current repair procedure policy for both normal maintenance and emergency outages.

8) A toll-free reporting number, answered twenty-four (24) hours a day, 365 days a year, must be provided to Hidalgo County for trouble reporting and service requests.

INMATE CALLING SYSTEM SPECIFICATIONS

This section of the Request for Proposal (RFP) shall set forth the technical specifications for the service and equipment sought in this invitation. All items using the terms "must". "shall", or "will" are considered mandatory. Failure to fully comply with such items will be considered appropriate grounds for proposal rejection. Items using the terms "may" or "should" are deemed to be desirable features, but not mandatory requirements. All bidders must address each and every item individually with a complete response detailing how the proposed equipment meets the specification.

1.0 PHYSICAL INSTALLATION REQUIREMENTS

Proposer should include all equipment, including telephone sets, necessary for the operation of the Inmate Telephone System and insure that said equipment for the system meets all applicable regulations.

Although a minimum of space is available for installation, all Inmate Call Processors shall be of the design specified for "on site" installation

A. The Inmate Call Processor (ICP) shall be of compact design requiring a minimum of wall and floor space. Bidder must submit a scale drawing of the installed space required.

B. Each ICP managing up to fifty-three (53) inmate phones shall be powered by no more than a single, standard, unconditioned, 115-volt, 60Hz power source drawing no more than 300 watts.

C. Each ICP shall be equipped with an internal IJL listed power supply that is tolerant of line transients, momentary surges, and short duration *drop such* that inmate phone operation continues in the presence of such common disturbances. No auxiliary 115 volt power cords, external power supplies, or AC-to-DC converters shall be required to support the system.

D. All wiring and connections to the ICPs shall be made using vendor supplied standard, 66-type punch-down termination blocks that provide up to 25 wire pairs of station, trunk and modern line connections. Only the termination blocks shall be allowed to be mounted on the **walls** of the equipment room.

E. Each ICP must utilize external cabling, (outside of the ICP cabinet) to accommodate a single heavy gauge water pipe or lightning strike ground for the JCPs and any lightning protection components inside. NO external fuses or other user-replaceable protective devices shall be required or permitted on power, modem, station or trunk wiring.

2.0 BASIC SYSTEM FUNCTIONAL REQUIREMENTS

A. The ICP must provide fully automated collect calling without the need for live operator intervention or the use of central office-based automated operator technology.

B. Inmate Telephone Compatibility

The inmate call processor shall be able to connect to any standard telephone instruments with a hookswitch, handset and 12 button keypad including "ruggedized"; line-powered-telephones specifically designed for use in correctional facilities.

C. Voice Prompts and Messages

The ICP shall offer clear and concise voice prompts in both English and Spanish. Voice prompts must be given in short sentences with meaningful instruction for operation of the System. Beeps, tones' and other non-voice sounds shall not be permitted as substitutes for Voice instructions, except when standard sounds such as dial tone, ringing, busy signals, on-hold and intercept tones are appropriate. Phone signature, printed hand-outs, and video training tapes are not an acceptable alternate to a complete range of voice prompts and messages.

D. Fraud/Abuse Control

The ICP must include the following fraud control features:

Inmate switch-hook detection (and subsequent disconnect) during connected call period. Call detail reports must reflect reason for disconnect.

Voice overlay recording alerting called party and any conferenced-in 3rd party, that they are speaking to an inmate from a correctional facility. Overlay recording must berandom and remotely adjustable for optimal fraud prevention.

Incoming call block. The ICP must not respond to incoming ring signaling on any of its trunks used for placing the outbound inmate collect calls. No signaling or ringing of the inmate station phones shall result from an incoming ring on a trunk.

Sound Path Options - The ICP must allow for blocking or allowing the sound path to the *inmate* phone during call placement and during the time when the ICP is requesting acceptance of the collect call charges. If the sound *path* is blocked, the inmate will be given call progress tones to indicate that the call is being connected until such time as positive acceptance is detected and the voice path is opened.

Frequently Called Number Blocking - The ICP must provide for blocking of call attempts is to a specified for a specified item for a specified time once a specified threshold is met. This threshold must be remotely or locally programable upon demand.

Live Operator Access Blocking - Access to alive operator must be blocked at all times without exception.

Call Blocking - The ICP must have the capacity to block 500,000 specified telephone numbers or groups of numbers from inmate access. This feature must be remotely programmable.

E. Operating Hours Limitation

The ICP must offer flexible control over the operating hours of each inmate phone. This feature must be remotely programmable.

F. Call Duration Limitation

The ICP must offer flexible control over the duration of each inmate call. This features have the ability to specify call duration by call type. This feature must be remotely programmable.

G. Positive Call Acceptance

The ICP must not deem a call to be accepted until such time as the call recipient acknowledges receipt by dialing a system-recognized digit on a touch-tone or rotary telephone. The ICP must be able to distinguish such a signal from line noise such as "pops" of "clicks" (i.e. answering machines.) Voice recognition is not an acceptable from of positive acceptance.

H. Inmate Identification Option

The ICP must allow for the use of inmate identification numbers as an alternate method of inmate call control. This feature must allow the facility to select the length of the ID code which may be anywhere between four and twenty digits in length. Each PIN must be identified by an "allowed" calling list and must also have the option of functioning with an open calling list that works in conjunction with the blocked list feature. In addition, the PIN feature must be flexible enough to easily allow its use on specified phones only-without the need for additional equipment or external devices.

I. On-Site Administration

If desired, the ICP must have an option which allows for an on-site administration terminal.

This terminal must have the following features:

It must be connected to the ICP via a commercially available, reliable, high-speed, Novell-Type LAN.

Its operational status must not affect the ICP's normal operations in any way.

It must allow for multi-level passwords.

It must allow facility personnel to manage call block lists and disable inmate phones on a real time basis.

It must allow facility personnel to enable free calls to specified numbers (legal aid, etc.)

The installation must allow for multiple administration terminals if needed.

Data entry and retrieval of *records* in ASCH formatted files from each station.

J. Monitoring and Recording

The ICP must provide an option for audio monitoring of inmate calls and for selective call recording. Such monitoring and recording options must be able to be administered from the ICP administrative terminal without the need for multiple administrative terminals.

Monitoring and Recording must be disable for specified "privileged" calls to attorneys without the need for additional external equipment to perform this screening function.

Every collect phone call shall have a recording, telling the called party exactly what they will be charged for the call. This must be in English and Spanish.

Recording and/or monitoring Eight (8) Channels. Two (2) monitoring phones and terminals. One (1) in Internal Affairs (IA) and one in the Chief Deputy's office.

Recorded calls must be easily retrievable and must be archived on a reliable digital media such as DAT Cassette tapes.

Must offer specialized remote monitoring stations with call detail viewing capability and silent monitoring of selected conversations. Such stations must be appropriate for use in specialized settings such as guard towers and security monitoring stations.

K. Trunk Switching and Call Routing

To minimize the cost of providing service to the facility, bidders are to utilize only the quantity of trunks Justified by the actual facility traffic. Busy hour grade of service shall be P.02 or better. The equipment *to* perform this concentration function must be an integrated feature of the IPS. **NO EXTERNAL ROUTING DEVICES** (such as PBX equipment or the like) may be used. Integrated trunk selection that is to the ICP is the only acceptable means of accomplishing this feature.

3.0 MAINTENANCE AND SUPPORT

The proposed equipment must be fully supported by remote maintenance. This must include the ability to test trunks and phones and to place test calls without sending a technician to the site. For security reasons, site repair visits must be kept to an absolute minimum with most repairs and service issues being resolved via remote access.

Other Maintenance and Support Requirements Include:

A. Remote diagnostics and repair without affecting calls in progress or system operations

B. Automatic 24 hour trunk disable when trunk out of service condition encountered.

C. 24 hour. 365 day repair and maintenance assistance.

D. System must NOT require on-site intervention for re-boot.

E. System must not require replacement of fuses, batteries, and other peripheral hardware.

4.0 CALL DETAIL REPORTING AND STORAGE

The ICP must provide for on-site storage of call detail information. Other requirements include:

A. On-site storage capacity of up to one (1) year's worth of call records

B. Real-time call activity viewing capability

C. Real-time reporting of stored activity

D. Automatic call record protection via nightly polling.

E. Flexible call detail reporting by PIN, dialed number, phone, or trunk

F. Each record must include call result detail in easy-to understand terms. For example: Busy, No Answer, Normal Call Ending, Time Expiration, etc....

G. Retention of call detail in the event of a power failure

5.0 PROPOSER'S EXPERIENCE

Proposers must have extensive positive experience with the provision of inmate phone services to similar institutions. Specifically:

A. Proposers must provide five correctional facility references that currently utilize the proposed equipment for inmate calling. Contact names and telephone numbers must also be provided.

B. Proposers must provide a list of all Texas correctional facilities previously served and the reason they are no longer customers. Contact names and telephone numbers must also be provided.

C. Proposers must provide the following information for the ICP manufacturer: total number of inmate phone system in service, average number of months in service, and the average number of phones per site for the manufacturer's entire customer base.

D. Proposers must clarify its relationship with the manufacturer as it pertains to the ability to support the proposed hardware and software throughout the contract term and any extensions thereto.

UNBILLABLE CALLS

The selected Vendor shall not charge or bill for incomplete or non-accepted collect calls. The County will not be responsible for any unbillable, uncollectible, or fraudulent telephones calls nor shall any revenues be deducted from the county's commission in payment for such calls. The selected Vendor will bear sole responsibility for the collection of such calls and the costs associated with the collection. No calls will be blocked because of the lack of a billing agreement with a local exchange carrier. Universal calling and billing of all calls is required within the Continental United States.

Prepaid Collect System must be able to allow for pre-paid collect calls. Funds will be paid into commissary account and credit issued through call processing equipment.

Prepaid Debit System must be able to allow for prepaid debit card.

COMMISSION AMOUNT AND PAYMENT

The selected Vendor will pay commissions to Hidalgo County a firm, fixed percentage of gross revenue on **ALL** calls originated from the Hidalgo County Jail Facilities. **APPENDIX A, PROPOSAL RESPONSE SHEET** provides space to record the percentage of commission to be paid on each call. Gross revenue is defined as the total revenue earned from usage charges **BEFORE** operational costs are deducted. That is, total revenue due from customers before uncollectible, billing fees, or any other costs or payments to suppliers are disbursed.

Commission will be due and payment expected by the twenty-fifth (25) day following the last day of the month in which the call generating the revenue is completed.

COSTS TO THE COUNTY

There will be no one time, monthly, or reoccurring costs for facilities rearrangement, Vendor reimbursable expenses, line or access charges to the county for any reason.

Costs of RFP response, preparation, production, handling, administration, and delivery shall be borne by each responding company and at no time chargeable to the County.

The company selected will be required to furnish lien releases for any / all equipment and services provided for the county.

All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto the Hidalgo County.

LIEN AND ACCESS CHARGES

The selected Vendor will pay all line charges, access charges, billing charges, special equipment charges, fees levies, service
connected charges and/or any other assessed in connection with the provision of this service with no deductions allowed from the monthly commission payment. No charges for this service shall be processed through the County and the County cannot be included or in anyway held responsible for the selected Vendor's non-payment of line and access charges.

CUSTOMER SERVICE

Each respondent shall provide a description of its customer servicing provisions including procedures used to handle customer complaints and average length of time to resolve the complaint. Describe the procedure used to reimburse the customer for incorrect billings and include the minimum and maximum length of time to effect this reimbursement.

REQUIRED MONTHLY REPORTS

The selected Vendor shall provide the County the option of receiving reports on High Density diskettes and/or paper each month. These reports will be generated in time to arrive at the County's office no later than the twenty-fifth day following the close of the monthly report period. The format and style and make-up of the report will be determined after contract award. One (1) copy of all reports will be sent to the Hidalgo County Auditor and one (1) copy of each report will be sent to the Hidalgo County Sheriff. Operating software to utilize reports furnished on diskette will be at no cost to the county. Suitable training to facility personnel will also be provided by the selected Vendor at no cost to the County.

USAGE REPORTS

Reports showing the following for each monthly period will be required:

Total minutes of usage by individual telephone
Total minutes usage for the Facility
Total minutes usage by calendar date
Total call revenue dollars billed (Collected or Not)
Total surcharge dollar amount billed
Total dollar amount due the County based upon contractual agreement
Summary usage of all calls from all telephones in minutes
Summary usage showing total number of calls placed during period
Total dollar cost billed per telephone

MONTHLY DETAIL CALL RECORD REPORT

This report will be a verbatim listing of the individual call record detail listing the following:

Originating Cell Location Number
Terminating Telephone Number
Time of Call Origination
Duration of Call
Date of Call
Cost of This Call (Including surcharge, less taxes)

MONTHLY MAINTENANCE AND REPAIR RECORD

This report will show the following items each month:

Number of troubles received
Number of troubles cleared
Description of the troubles cleared
Number of troubles pending disposition
Average clearing time on closed cases

APPENDIX A

PROPOSAL RESPONSE SHEET

HIDALGO COUNTY ADULT DETENTION FACILITY

"INMATE PAY TELEPHONE SERVICES"

_____. Inmate Telephone Vendor hereby agrees to bid and pay Hidalgo County the following monthly, flat-rate commission payment for the business opportunity to install, service, and collect inmate telephone call **fees** at the Hidalgo County Jail. This payment is based upon the **GROSS BILLED REVENUE.**

A. Monthly Telephone Flat Rate Revenues for **LOCAL SERVICE (Enter percent in both words and numerically)**

Percent of monthly **GROSS BILLED** revenue from all installed telephones:

Percentage offered in words: _____ %

Numerical Percentage offered: _____ %

B. Monthly Telephone Flat Rate Revenue for **LONG DISTANCE SERVICE (Enter percent in both words and numerically)**

Percent of monthly **GROSS BILLED** revenue from all installed telephones:

Percentage offered in words: _____ %

Numerical Percentage offered: _____ %

C. Provide your definition of **GROSS BILLED REVENUE** in the following terms.

Billed Charge For A Cell		Any Deductions		**GROSS BILLED REVENUE**
_____	LESS	_____	=	_____

PROPOSAL COMPANY: _____

COMPANY NAME: _____

SIGNATURE OF PRINCIPLE ABLE TO BIND COMPANY

_____

TYPED OR PRINTED NAME OF THE ABOVE:

_____

TITLE: _____

DATE: _____

APPENDIX B

HIDALGO COUNTY

HIDALGO COUNTY ADULT DETENTION FACILITY

"INMATE PAY TELEPHONE SERVICES"

REQUEST FOR PROPOSAL

1. The following data constitutes the response dated _____, 20___ to the Hidalgo County Inmate Telephone Services RFP, dated _____, 20___, from _____ _____ located at _____, telephone number (956)_____ fax number (956)_____. This proposal is valid and will be honored for sixty (60) days from the date above entered and any requested extensions will be considered.

I. General Terms and Conditions

1. Performance Bond

It is understood and _____agrees to comply, and if selected, will furnish a performance bond in the form of a bond issued by a surety company authorized to do business in the State of TEXAS, a Cashier's Check or Irrevocable Letter of Credit issued by a Federally insured banking institution of the County of Hidalgo within ten (10) calendar days after award of the contract, and prior to any installation work or equipment delivery. The performance bond must be made payable to Hidalgo County in the amount of $20,000.00. No personal or company checks are acceptable. The contract number and dates of performance will be specified in the performance bond. In the event that Hidalgo County exercises its option to extend the contract for and additional period, the contractor be required to maintain the validity and enforcement of the bond for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of the contact renewal.

2. American with Disabilities Act

It is understood and _____ agrees to comply, and, if selected, furnish all goods and services as specified under the contract, **by ourselves** and our subcontractors, and shall comply with all applicable requirements and provisions of the American with Disabilities Act (ADA).

3. Assignment of Contract

It is understood and _____ agrees to comply, and, if selected, furnish the services to be performed under the contract and shall not assign, sublet, transfer, nor assign any monies due or to become due under any contract entered into with the County pursuant to these specifications, without prior written approval of the County.

4. Conflict of Interest

It is understood and _____ agrees to provide a Notarized No Conflict of Interest STATEMENT as specified on page 4 of RFP is attached and labeled as _____.

Client List

A current client list is attached and five (5) current references for similar programs are as follows:

1. _____

_____

2. _____

_____

3. _____

_____

4. _____

_____

5. _____

_____

II. Historical Data Of Firm

1. Complete company official name _____

_____

Previous name of business _____

_____

Complete mailing address _____

2. Brief historical summary of the firm is:

_____

_____

3. Listing of current litigation, outstanding judgements and liens is:

_____

4. A list of any location(s) where _____has not been allowed to fulfill the complete term(s) of its contract, in providing Inmate Telephone Service, is attached and labeled as _____. Please include all details of the termination of prior services.

III. Key Personnel

1. The years of experience and qualifications of the key individuals assigned to the Hidalgo County Inmate Telephone Service are:

2. _____

_____

INFORMATION FOR PROPOSERS
CURRENT STATISTICAL INFORMATION ABOUT HIDALGO COUNTY JAIL & PHYSICAL COUNT

As of 04-1-05

Average Daily Population (past six (6) months-(04-1-05 through09-30-05).....62

Current Capacity of Facility.....1,232

Number of **FIXED** telephones to be installed..... 136

Number of ROLLING CART Telephones.....4

Average number of bookings per month (past six (6) months-(04-1-05) through (09-30-05).....1,212

Telephones are normally available from 7a.m. to 10 p.m. each day Sunday through Thursday.

Telephones are normally available from 7 a.m. to 12 a.m. on Fridays and Saturdays.

TELEPHONE PLACEMENTS:

1.	**Six (6) Phones Main Lobby**	3.	**Three (3) Phones Booking**
2.	**Six (6) Phones Single Cell Lobby**	4.	**Two (2) Release Waiting**

ALPHA SECTION DORMITORIES:

POD	NUMBER OF PHONES	TYPE
1-A	2	FIXED
2-A	2	FIXED
TOTAL	**4**	

ALPHA SECTION MULTIPLE OCCUPANCY CELLS:

POD	NUMBER OF PHONES	TYPE
MO-1	1	FIXED
MO-2	1	FIXED
MO-3	1	FIXED
MO-4	1	FIXED
MO-5	1	FIXED
TOTAL	**5**	

ALPHA SECTION SEPARATION CELLS

CELL	NUMBER OF PHONES	TYPE
ALL (12)	1	ROLLING
TOTAL	**1**	

BRAVO SECTION MULTIPLE CUPANCY CELLS:

POD	NUMBER OF PHONES	TYPE
BRAVO 1	1	FIXED
BRAVO 2	1	FIXED
BRAVO 3	1	FIXED
BRAVO 4	1	FIXED
BRAVO 5	1	FIXED
BRAVO 6	1	FIXED
BRAVO 7	1	FIXED
BRAVO 8	1	FIXED
BRAVO 9	1	FIXED
BRAVO 10	1	FIXED
BRAVO 11	1	FIXED
BRAVO 12	1	FIXED
BRAVO 13	1	FIXED
BRAVO 14	1	FIXED
BRAVO 15	1	FIXED
BRAVO 16	1	FIXED
BRAVO 17	1	FIXED
BRAVO 18	1	FIXED
BRAVO 19	1	FIXED
BRAVO 20	1	FIXED
BRAVO 21	1	FIXED
TOTAL	**21**	

CHARLIE SECTION MULTIPLE CUPANCY CELLS:

POD	NUMBER OF PHONES	TYPE
CHARLIE-1	1	FIXED
CHARLIE-2	1	FIXED
CHARLIE-3	1	FIXED
CHARLIE-4	1	FIXED
CHARLIE-5	1	FIXED
CHARLIE-6	1	FIXED
CHARLIE-7	1	FIXED
CHARLIE-8	1	FIXED
CHARLIE-9	1	FIXED
CHARLIE-10	1	FIXED
CHARLIE-11	1	FIXED
CHARLIE-12	1	FIXED
CHARLIE-13	1	FIXED
CHARLIE-14	1	FIXED
CHARLIE-15	1	FIXED
CHARLIE-16	1	FIXED
CHARLIE-17	1	FIXED
CHARLIE-18	1	FIXED
CHARLIE-19	1	FIXED
CHARLIE-20	1	FIXED
CHARLIE-21	1	FIXED
CHARLIE-22	1	FIXED
CHARLIE-23	1	FIXED
CHARLIE-24	1	FIXED
CHARLIE-25	1	FIXED
CHARLIE-26	1	FIXED
CHARLIE-27	1	FIXED
CHARLIE-28	1	FIXED
CHARLIE 29	1	FIXED
CHARLIE-30	1	FIXED
TOTALS	**30**	

DELTA SECTION SINGLE CELL:

POD	NUMBER OF PHONES	TYPE
DELTA-1A	2	FIXED
DELTA-1B	2	FIXED
DELTA-2A	2	FIXED
DELTA-2B	2	FIXED
DELTA-3A	2	FIXED
DELTA-3B	2	FIXED
DELTA-4A	2	FIXED
DELTA-4B	2	FIXED
TOTALS	**16**	

ECHO SECTION SEPARATION CELLS:

CELL	NUMBER OF PHONES	TYPE
ALL (48)	1	ROLLING CART
TOTALS	**1**	

FOX SECTION DORMITORIES:

POD	NUMBER OF PHONES	TYPE
FOX-1A	2	FIXED
FOX-1B	2	FIXED
FOX-2A	2	FIXED
FOX-1B	2	FIXED
FOX-3A	2	FIXED
FOX-3B	2	FIXED
FOX-4A	2	FIXED
FOX-4B	2	FIXED
TOTALS	**16**	

GULF SECTION DORMITORIES:

POD	NUMBER OF PHONES	TYPE
GULF 1-A	2	FIXED
GULF 1-B	2	FIXED
GULF 2-A	2	FIXED
GULF 2-B	2	FIXED
GULF 3-A	2	FIXED
GULF 3-B	2	FIXED
GULF 4-A	2	FIXED
GULF 4-B	2	FIXED
TOTALS	**16**	

HOTEL SECTION DORMITORIES:

POD	NUMBER OF PHONES	TYPE
HOTEL-1A	2	FIXED
HOTEL-1B	2	FIXED
TOTALS	**4**	

INFIRMARY SECTION DORMITORIES:

POD	NUMBER OF PHONES	TYPE
INFIRMARY-1	1	FIXED
INFIRMARY-2	1	FIXED
INFIRMARY-3	**1**	**FIXED**
TOTALS	**3**	

INFIRMARY SECTION NEGATIVE PRESSURE CELLS:

POD	NUMBER OF PHONES	TYPE
INFIRMARY-ALL (16)	1	ROLLING CART
TOTAL	**1**	

EXHIBIT"B"
VENDOR'S RESPONSE

EXHIBIT "B"

PROPOSAL RESPONSE SHEET
HIDALGO COUNTY ADULT DETENTION FACILITY
"INMATE PAY TELEPHONE SERVICES"

A. Monthly Telephone Flat Rate Revenues for LOCAL SERVICE (Enter percent in both words and numerically)

Percent of monthly GROSS BILLED revenue from all installed telephones.

Percentage offered in words: Fifty-Eight Percent
Numerical Percentage offered: 58%
Flat Local Calling Rate offered: $3.00

B. Monthly Telephone revenue for Long Distance Service:

Percent of monthly GROSS BILLED Revenue from all installed phones:
Percentage offered: 58%

C. Provide your definition of Gross Billed Revenue in the following terms.

Billed charge for a call	Any deductions	Grossed billed revenue
$3.00	Less 0	= $3.00

PREPAID CALLING CARDS

Forty percent (40%) discount on prepaid calling cards as defined as follows:

$10.00 Calling Cards will cost Hidalgo County $6.00
$20.00 Calling Cards will cost Hidalgo County $12.00
$30.00 Calling Cards will cost Hidalgo County $18.00

MEMORANDUM

E-10-199-05-04

TO: Mr. Euardo Olivarez, Director
Hidalgo County Health Department
Via email eddie.olivarez@hchd.org

FROM: Leticia Saenz, CPPB, Contracts Manager
Hidalgo County Purchasing Department

DATE: April 27, 2010

RE: ***NOTICE OF INTENT TO EXTEND CONTRACT***
Contract No.E-09-227-05-12-MOU-Prenatal Health Care Services of Inmates

Please be advised that I will be placing the following contract for approval of extension on the next Commissioner's Court meeting of Tuesday, May 04, 2010 for:

Contract Nos.	Awarded Vendors	Title of Project	Extension Options Commencement/Expiration
E-09-227-05-12	MOU-Between Hidalgo County Health Department And Hidalgo County Sheriff's Office	Prenatal Health Care Services for Inmates	Exercising the addt'l one (1) year term to extend (as stated in the current MOU to renew on an annual basis)

Therefore, we hereby request that your department respond if you wish to continue to extend/renew these services.

Provided under the current Memorandum of Understanding (MOU), Hidalgo County Commissioners' Court has the option to exercise the additional one (1) year periods on an annual basis as stated on page 2, #7 of the MOU.

Please acknowledge receipt and approval to exercise this **"option"** for the contract specified by signing below & returning to the Purchasing Department via facsimile to (956) 318-2629 or via e-mail to lettysaenz@yahoo.com in order to proceed with the placement of approval on the next Commissioner's Court Agenda.

YES____ I **do** wish to obtain the additional year period extension.
NO____ I **do not** wish to obtain the extension/renewal.

If answer is no, please explain:

Authorized Signature: _____ **Date:** **4/29/10**
Hidalgo County Health Department

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

PURCHASING DEPARTMENT
County Of Hidalgo

E-10-199-05-04

MEMORANDUM

TO: Honorable Guadalupe "Lupe" Trevino, Sheriff — via email amartinez@hidalgoso.org
Attn: **Anacleto Martinez, Chief Deputy**
Juan Tapia, Procurement Specialist — via email juan.tapia@hidalgoso.org
Hidalgo County Sheriff's Office

FROM: Leticia Saenz, CPPB, Contract Manager
Hidalgo County Purchasing Department

DATE: April 27, 2010

RE: ***NOTICE OF INTENT TO EXTEND CONTRACT***
Contract No.E-09-227-05-12-MOU-Prenatal Health Care Services of Inmates

Please be advised that I will be placing the following contract for approval of extension on the next Commissioner's Court meeting of Tuesday, May 04, 2010 for:

Contract Nos.	Awarded Vendors	Title of Project	Extension Options Commencement/Expiration
E-09-227-05-12	MOU-Between Hidalgo County Health Department And Hidalgo County Sheriff's Office	Prenatal Health Care Services for Inmates	Exercising the addt'l one (1) year term to extend (as stated in the current MOU to renew on an annual basis)

Therefore, we hereby request that your department respond if you wish to continue to extend/renew these services.

Provided under the current Memorandum of Understanding (MOU), Hidalgo County Commissioners' Court has the option to exercise the additional one (1) year periods on an annual basis as stated on page 2, #7 of the MOU.

Please acknowledge receipt and approval to exercise this **"option"** for the contract specified by signing below & returning to the Purchasing Department via facsimile to (956) 318-2629 or via e-mail to lettysaenz@yahoo.com in order to proceed with the placement of approval on the next Commissioner's Court Agenda.

YES ✓ **I do** wish to obtain the additional year period extension.
NO _____ **I do not** wish to obtain the extension/renewal.

If answer is no, please explain: _____

Authorized Signature: _____ **Date:** 4-29-10
Hidalgo County Sheriff's Office

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

pproved 2. Approval of the attached Wireless Device Request Forms under the County's cell phone policy.

C. AI-20947 Information Technology:

pproved 1. Authorization to remove cell phone number/employee name and replace with new number/employee name through the County's membership/participation with CONTRACT: C09-231-09-22 (PO# 634061) with awarded vendor HEB WIRELESS for the following service:

Description:	Plan Description:	Department:	Employee:	Number:
Removing	Pocket Unlimeted Talk, Text & Long Distance Plan	Information Technology	Renan Ramirez	956-292-6023
Replacing	Pocket Unlimited Talk, Text & Long Distance Plan	Information Technology	Office Use	New Number

pproved 2. Approval of the attached Wireless Device Request Forms under the County's cell phone policy.

10. approved **Executive Officer - Valde Guerra:**

A. AI-20996 Safety Division:
Approval to accept a Money Order (#60036749) in the amount of $202.00 for settlement of property damages at 1212 S. 25th Street, Edinburg, Tx.

11. Purchasing Department: All Approved A thru J

A. AI-20944 pproved 1. Requesting approval of Inv #7340 (Request for Pmt #7) in the amount of ($168,000.00) submitted by Quintanilla, Headley & Associates, Inc. with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection with contract #C-08-477-12-09 (Amendment to WA #2 - PO #618942) "San Carlos Drainage Improvement Project" within Precinct #4-(Aguilar, Fike & Dickerson Ponds).

ıpproved 2. Requesting approval of Inv #ENG1292 in the amount of ($15,000.00) submitted by J. E. Saenz & Associates, Inc. with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection with contract #C-00-057-02-01 (PO#583717)-"Landfill, Closure and CAP Construction, Phase II" for Precinct No. 4.

B. AI-21024 approved 1. Requesting authority to exercise the additional one (1) year period as provided in current contract for: "Service/Maintenance and Repairs to the Generator at the County Jail-Law Enforcement Center-Etc" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with HOLT TEXAS LTD d/b/a HOLT CAT-effective 05/11/10 - 05/10/11.

approved 2. Presentation for discussion, consideration, acceptance, and approval to exercise the one (1) year extension (on an annual basis) as stated in the current "Memorandum of Understanding" (MOU)-E-09-227-05-12 for "Prenatal Health Care Services of Inmates" between the Hidalgo County Sheriff's Office and Hidalgo County Health Department effective- 05/08/10 - 05/07/11.

C. AI-21022 approved Approval of Request for Payment #12 (A-E) for New Precinct 2 Administration Office for Hidalgo County and Other County Offices from VA Architecture, in the amount(s) of:

#	Description	Purchase Order No.	Payment No. 12
A.	New Pct 2 Adm Office	617618	$1,528.80
B.	Health Clinic	622522	$1,531.32
C.	WIC Program	622523	$362.79
D.	Tax Office	622524	$1,476.80
E.	Justice of the Peace Offices	622525	$1,697.80

AI-21024 **18.0.0.**

HCSO & HCHHD-Extensions-Contract #E-09-227-05-12 (MOU) & HCSO-C-09-007-04-07-Holt Texas Ltd

CC CONSENT

Date: 05/04/2010
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

1. Requesting authority to exercise the additional one (1) year period as provided in current contract for: "Servic/Maintenance and Repairs to the Generator at the County Jail-Law Enforcement Center-Etc" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with HOLT TEXAS LTD d/b/a HOLT CAT-effective 05/11/10 - 05/10/11.

2. Presentation for discussion, consideration, acceptance, and approval to exercise the one (1) year extension (on an annual basis) as stated in the current "Memorandum of Understanding" (MOU)-E-09-227-05-12 for "Prenatal Health Care Services of Inmates" between the Hidalgo County Sheriff's Office and Hidalgo County Health Department effective- 05/08/10 - 05/07/11.

BACKGROUND

Contract #E-09-227-05-12-MOU-Prenatal Services for Inmates
Extension Memo Approval by HCSO-E-09-227-05-12

Contract #C-09-007-04-07-Holt Cat Texas Ltd, dba HOLT CAT
Extension Memo Approval by HCSO-C-09-007-04-07
Letter of Extension by Holt Cat Texas Ltd, HOLT CAT

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-423-21-280-002-0-432/331
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

Attachments

Link: Contract #E-09-227-05-12-MOU-Prenatal Svc to Inmates
Link: Memo Approval-HCSO
Link: Contract#C09-007-04-07-Holt Cat
Link: Memo Approval by HCSO
Link: Letter of Extension-HOLT CAT
Link: Approval by HCHD-MOU

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Letty Saenz	04/28/2010 05:25 PM	CREATED
1	Purchasing Department	Letty Saenz	04/30/2010 08:31 AM	APRV
2	Budget & Management			NEW
3	Auditor's Office			

Form Started By: Letty Saenz Started On: 04/28/2010 05:25 PM

STATE OF TEXAS §
§
HIDALGO COUNTY §

C-07-225-05-08

MEMORANDUM OF UNDERSTANDING
BETWEEN THE HIDALGO COUNTY HEALTH DEPARTMENT
AND THE HIDALGO COUNTY SHERIFF'S OFFICE

This Memorandum of Understanding (MOU) is made on this the 8th day of **May, 2007**, by and between the Hidalgo County Health Department, hereinafter referred to as "Health Department", and the Hidalgo County Sheriff's Office hereinafter referred to as "Sheriff's Office";

WHEREAS, the Sheriff's Office is responsible for providing basic health related services to inmates detained at the Hidalgo County Adult Detention Center (the "Adult Detention Center");

WHEREAS, the Health Department provides basic healthcare services to County residents and further provides reduced or paid services to eligible residents who meet the income and resources requirements established by the Texas Health & Safety Code Chapter 61;

WHEREAS, a small percentage of inmates at the Adult Detention Center require prenatal care while incarcerated;

WHEREAS, the Sheriff's Office seeks assistance from the Health Department for the provision of healthcare services in instances in which a County resident who is incarcerated and is being held at the Adult Detention Center, requires prenatal care and does not qualify for County reduced or paid services;

WHEREAS, the Health Department has proposed a rate schedule to the Sheriff's Office which is attached hereto as Exhibit "A", in which the Sheriff's Office would pay for the prenatal care of an inmate who does not qualify for reduced or paid health care.

Now therefore, the parties agree as follows:

1. The Sheriff's Office agrees to reimburse the Health Department for basic prenatal healthcare services provided to inmates who do not qualify as an "eligible resident" under the Indigent Health Care and Treatment Act (Texas Health & Safety Code Chapter 61) for reduced or paid healthcare based on the rate schedule presented as Exhibit "A" attached hereto.

2. The parties agree that the Adult Detention Center will call the RN Supervisor at the Health Department's Edinburg Clinic to schedule an appointment for prenatal inmate referrals (the "Referrals").

3. The prenatal inmate referrals will be assessed by the RN Supervisor for high risk conditions prior to scheduling an appointment.

4. The Referrals will receive a prenatal assessment during clinic days that the Nurse Practitioner is present and not by th RN alone.

5. The Health Department Edinburg Clinic shall assign a prenatal care inmate a return appointment at the end of each clinic visit, unless the Nurse Practitioner identifies the patient as having a high risk pregnancy in which case the Health Department shall not provide further prenatal care. In addition, any abnormal test results will be referred back to the Adult Detention Center physician for follow up.

6. The Adult Detention Center nurse shall, in a timely manner, inform the Health Department Edinburg Clinic when prenatal care inmates have been transferred to another facility or are removed from the Center. The Adult Detention Center shall make every effort to provide the Health Department Edinburg Clinic a forwarding address for prenatal care inmates.

7. **Duration of MOU.** The term of this MOU is one year from the date first written above. The parties may mutually consent in writing to renew this MOU for additional one (1) year periods.

8. **Amendments.** This MOU may be amended at any time by written approval of both parties and their respective designees.

9. **Termination of MOU.** Any party may unilaterally withdraw at any time from this MOU, except as stipulated above, by transmitting a signed statement to the effect to the other party. This MOU thereby shall be considered terminated thirty (30) days from the date the non-withdrawing party actually receives the notice of withdrawal from the withdrawing party.

10. **Primary Contacts.** The parties intend that the work under this MOU shall be carried out in the most efficient manner possible. To that end, the parties intend to designate individuals that will serve as primary contacts between the parties. The parties intend that, to the maximum extent possible and unless otherwise approved by the other party, all significant communications between the parties shall be made through the primary contacts or their designees. The designated primary contacts for each party are:

For Hidalgo County Health Department:

Mr. Eduardo Olivarez
Chief Administrative Officer
1304 South 25th
Edinburg, Texas 78539

Hidalgo County Sheriff's Office:

Sheriff Guadalupe Trevino
P.O. BOX 1228
Edinburg, Texas 78540

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

HIDALGO COUNTY

Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr. County Clerk

HIDALGO COUNTY SHERIFF'S OFFICE

Guadalupe Trevino, Sheriff

HIDALGO COUNTY HEALTH DEPARTMENT

Eduardo Olivarez, Director

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

FULL PAY CLIENTS PAYMENT SCHEDULE
(AS IDENTIFIED IN THE ELIGIBILITY GUIDELINES)

FAMILY PLANNING

Family Planning Intake with supplies	$ 10.00
Family Planning Physical Exam	$ 50.00
Refills	$ 7.00(one pack)
Depo Provera	$ 21.00(per injection)
Pregnancy Test	$ 8.00

PRENATAL

Maternity Intake	$ 50.00
Physical Exam	$ 30.00
Return	$ 10.00
Prenatal Vitamins	$ 10.00
Iron	$ 3.00
RhoGam	$ 75.00
Triple Screen	$ 45.00

CHILD HEALTH

Thetops	$ 30.00
Lead (with Thetops) no walk - ins	$ 15.00
**Newborn Screens (walk - in)	$ 15.00
**HGB(walk - in)	$ 5.00
**Hemocue Glucose (walk -in)	$ 5.00
**Blood Pressure Reading(walk -in)	$ 5.00
Immunization/PPD Card Copy	$ 5.00

PULMONARY

PPD Screen &Reading;PMD referral,openTB recordw/wo x-rays	$ 30.00
Medical Evaluation/x-ray/meds	$ 48.00
Follow-up Medical Evaluation/x-ray/meds	$ 20.00
Monthly Toxicity/meds(DOT/DOPT included in monthly Tox	$ 30.00
X-Rays only	$ 10.00
Alternate Care for TB Contacts(comprehensive services)	$ 16.00

STD'S

STD Office Visit/lab	$ 10.00
STD Medical Evaluation/Tx./lab	$ 25.00
STD follow-up Lab/Tx	$ 10.00

**An L-37 Short Term Record must be opened on all Walk - in's

Schedule of Fees applies to :
- Those clients screened as potentially elig. For Medicaid and refuse to follow thru with the Medicaid Application
- One Time visits(non-residents, insured, special circumstance cases)

HCHD Revised September 2005

EXHIBIT

A

PERKINS 800-831-0900

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

MEMORANDUM

TO: Honorable Guadalupe "Lupe" Trevino, Sheriff via email amartinez@hidalgoso.org
Attn: **Anacleto Martinez, Chief Deputy**
Juan Tapia, Procurement Specialist via email juan.tapia@hidalgoso.org
Hidalgo County Sheriff's Office

FROM: Leticia Saenz, CPPB, Contract Manager
Hidalgo County Purchasing Department

DATE: April 27, 2011

RE: ***NOTICE OF INTENT TO EXTEND CONTRACT***
Contract No.E-10-199-05-04-MOU-Prenatal Health Care Services of Inmates

Please be advised that I will be placing the following contract for approval of extension on the next Commissioner's Court meeting of Tuesday, May 03, 2011 for:

Contract Nos.	Awarded Vendors	Title of Project	Extension Options Commencement/Expiration
E-10-199-05-04	MOU-Between Hidalgo County Health Department And Hidalgo County Sheriff's Office	Prenatal Health Care Services for Inmates	Exercising the add'l one (1) year term to extend (as stated in the current MOU to renew on an annual basis)

Therefore, we hereby request that your department respond if you wish to continue to extend/renew these services.

Provided under the current Memorandum of Understanding (MOU), Hidalgo County Commissioners' Court has the option to exercise the additional one (1) year periods on an annual basis as stated on page 2, #7 of the MOU.

Please acknowledge receipt and approval to exercise this **"option"** for the contract specified by signing below & returning to the Purchasing Department via facsimile to (956) 318-2629 or via e-mail to lettysaenz@yahoo.com in order to proceed with the placement of approval on the next Commissioner's Court Agenda.

YES ✓ I **do** wish to obtain the additional year period extension.
NO_____ I **do not** wish to obtain the extension/renewal.

If answer is no, please explain: _____

Authorized Signature: _____ **Date:** 4-28-11
Hidalgo County Sheriff's Office

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

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT No. 2 to **SERVICE AGREEMENT**
BETWEEN HIDALGO COUNTY, TEXAS AND
EVERCOM SYSTEMS, INC, a division of **SECURUS TECHNOLOGIES**

This **AMENDMENT No. 2** to the **HIDALGO COUNTY INMATE PAY TELEPHONE SERVICE AGREEMENT (C-05-191-12-06)** by and between **HIDALGO COUNTY, TEXAS** ("County") and **EVERCOM SYSTEMS, INC,** a division of **SECURUS TECHNOLOGIES** ("Vendor") is entered into between the parties effective this **3RD** day of **May, 2011.**

WHEREAS, Company and County entered into a Service Agreement effective December 06, 2005 in which Vendor agreed to provide certain services for "Inmate Pay Telephone Services" (the "Agreement") at Hidalgo County Sheriff's Department;

WHEREAS, the Agreement, as drafted, was not specific pertaining to the term;

WHEREAS, the parties desire to amend the Agreement as hereinafter provided;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Company hereby agree to the following amendment to further modify and change the grace period extension from One Hundred Fifty (150) Days to reflect an additional Forty Five (45) Days or upon award of the project whichever comes first:

1. **TERM:** Article 7. of the Agreement is hereby deleted in its entirety and the following substituted in lieu thereof:

   The Contract consists of:

   A. This Agreement;
   B. Amendment No. 1 to Service Agreement, and;
   C. The original Service Agreement and Exhibit A and B, attached hereto and incorporated by reference for all purposes, hereinafter cumulatively referred to as the "Requirements" and "Contractor's Response".

2. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and Vendor and County ratify and confirm the terms and provisions of the Agreement, as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

EVERCOM SYSTEMS, INC, a division of
SECURUS TECHNOLOGIES

_____
By: _____
Its_____

HIDALGO COUNTY, TEXAS

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

By: _____

Leticia Saenz

From: Josephine Ramirez [josephine.ramirez@co.hidalgo.tx.us]
Sent: Thursday, April 28, 2011 2:37 PM
To: 'Leticia Saenz'
Cc: 'Martha Salazar'; 'Darlene Betancourt'; 'Yolanda Velasquez'
Subject: RE: REVISED DRAFT AMENDMENT #2 - INMATE PAY TELEPHONE SVC-HCSO

Letty,

The revised draft looks good.

Thanks,

Josie

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, April 28, 2011 2:03 PM
To: 'Josephine Ramirez'
Cc: 'Martha Salazar'; 'Darlene Betancourt'; 'Yolanda Velasquez'
Subject: RE: REVISED DRAFT AMENDMENT #2 - INMATE PAY TELEPHONE SVC-HCSO
Importance: High

Ms. Josie-

Please review and approve with all revisions as required.

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539
(956) 292-7000 x-4861 fax (956) 318-2629

From: Josephine Ramirez [mailto:josephine.ramirez@co.hidalgo.tx.us]
Sent: Thursday, April 28, 2011 10:48 AM
To: 'Leticia Saenz'

AI-26397 **7.B.**

Pro-Tech Pest Control Claim Invoices

CC CONSENT

Date:	05/03/2011
Submitted By:	Noe Montes, COMM. PCT. #1
Submitted For:	Eddy Gonzalez
Department:	COMM. PCT. #1
Agenda Category:	Purchasing Department

Information

CAPTION

Acceptance and approval to make payment to Pro-Tech Pest Control for the following invoices/claims:

Invoice No.	Amount
30840	$34.00
31023	$34.00
31230	$34.00
31488	$34.00
31643	$34.00
31798	$34.00
32037	$34.00

for monthly pest control services provided for the Pct. 1 Tire Shop totaling $238.00 with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor (Contract Number C-09-010-04-21 and extension E-10-217-05-11).

BACKGROUND

As per Noe Montez, contract was in place at the time pest control services were provided by Pro-Tech Pest Control during the year 2010; however, Pct. 1 staff failed to obtain a PO for the services provided for the Tire Shop location. Since PO was not generated at the time services were provided, Pct. 1 is requesting CC approval to pay invoices as claims.

Contract No.: C-09-010-04-21

Extension No.: E-10-217-05-11

Fiscal Impact

FISCAL YEAR: 2011	ACCT. #: 1-1200-431-00-121-005-0-425
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:	

Available balance as of 4-27-11 $702.00.

Attachments

Link: Pro Tech Claims

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Nielda Cavazos	04/27/2011 09:53 AM	APRV
2	Budget & Management	Erika Zamora	04/27/2011 10:54 AM	APRV
3	Ivan Cantu	Ivan Cantu	04/28/2011 01:09 PM	APRV
4	Auditor's Office	Angela Garcia	04/29/2011 11:09 AM	APRV

Form Started By: Noe Montes Started On: 04/26/2011 04:50 PM

Final Approval Date: 04/29/2011

PRO-TECH Pest Control

30840

Pro-Tech Pest Control
PO Box 4254
McAllen, TX 78502-4254
(956) 289-9242 TPCL 12231

Prct. 1
1902 Joe Stephens
Weslaco, TX 78596

Service Location

Prct. 1
TIRE SHOP (NEXT TO PRTBLES.)
Weslaco, TX
34.00

E-10-217-05-11

C-09-010-04-21

Due Date	Terms	Account #	Initial	PO Number	Arrival Time: 1059
6/27/2010	30	C-09-010-04-21			Departure Time: 1106

Frequency	Description and Tech Notes	Price	Serviced	Quantity	Amount
Monthly	Monthly Pest Control Service	34.00	5/28/2010		34.00

( ) No Activity reported. Prevenative treatment rendered for the following pest(s):

( ) Activity Reported. Treatment rendered for targeted Pest(s):

Ants Roaches Rats/Mice Spiders Silverfish Earwigs Fleas Ticks Carpenter Ants

Other: _____ Other: _____

Payments/Credits	**$0.00**
Balance Due	**$34.00**
Total	**$34.00**

Service Technician: JRMJ

Amount Collected: Check Cash

**Ready to use chemicals

Site	Method	Equipment	Chemical Treatment	MFG. & EPA Reg. #			Qty.
13 18	91	A	Talstar P	FMC 279-3206	2%	12%	1 qt
			Cy-Kick CS	Whitmire 499-304	Cyfluthrin	05%	0.1%
			**Contrac Blox	" Bell Labs 12455-79"	Bromadiolone	.005%	
			**Contrac Bait Paks	" Bell Labs 12455-36	Bromadiolone	.005%	
			Demon WP	Syngeta 100-900	Cypermethrin	0.1%	0.2%
			Demand CS	Syngeta 100-1066	Lambda Cyhalothrin	03%	05%
			**Maxforce FC (roach gel bait)	Bayer 64248-14	Fipronil	0.01%	
			Termidor SC	BASF 7969-210	Fipronil	03%	06% 0125%

REQUIRED BY Texas Dept. of Agriculture Structural Pest Control Service
P.O. Box 12847
Austin, Texas 78711-2847
(888) 232-2567

SITE(S)=SITES CHEMICAL WAS APPLIED FOR AREAS TREATED. THE FOLLOWING EXPLAINS THE SERVICE TICKET. TREATED AREAS, METHOD AND EQUIPMENT USED.

SITE=SITE(S) TREATED RESIDENTIAL	COMMERCIAL BUSINESS=SITE(S)	METHOD=METHOD OF APPLICATION	EQUIP=EQUIPMENT USED
01 KITCHEN	13 RESTROOMS	91 CRACK & CREVICE	A=COMPRESSED SPRAYER
02 LIVINGROOM	14 STORAGE	92 SPOT TREATMENT (2 SQUARE FEET OR LESS)	B=AEROSOL CAN
03 BATHROOMS	15 OFFICES	93 GENERAL SURFACE SPRAY	C=PAINT BRUSH APPLICATION
04 BEDROOMS	16 CLASSROOMS/MEETING ROOMS	94 VOID TREATMENT	D=HAND DUSTER
05 DINING ROOMS	18 AREAS OCCUPIED BY PEOPLE	95 SPACE SPRAY (ULV)	G=ULV MACHINE
06 DEN	19 DINING AREA/ LOUNGE	96 EXTERIOR APPLICATION	H=POWER SPRAYER (R&G)
07 UTILITY ROOM	20 KITCHEN	97 BAIT PLACEMENT	I=BAIT APPLICATOR
09 OUTSIDE	23 EXTERIOR	98 INSPECTION ONLY	J= RODENT PLACEMENT (GLUE BOARD)
10 ATTIC	25 WAREHOUSE (INSIDE)	99 TRAP PLACEMENT (MONITORING)	K=BAIT STATION
28 INSIDE			L=TUBE CORK DUSTER

Accepted By: X _____ Date: 5-28-10

PRO-TECH Pest Control

31023

Pro-Tech Pest Control
PO Box 4254
McAllen, TX 78502-4254
(956) 289-9242 TPCL 12231

Prct. 1
1902 Joe Stephens
Weslaco, TX 78596

Service Location

Prct. 1
TIRE SHOP (NEXT TO PRTBLES.)
Weslaco, TX
34.00

E-10-217-05-11
C-09-010-04-21

Due Date	Terms	Account #	Initial	PO Number	Arrival Time: 1336
[redacted]	30	C-09-010-04-21			Departure Time: 1344

Frequency	Description and Tech Notes	Price	Serviced	Quantity	Amount
Monthly	Monthly Pest Control Service	34.00	[redacted]		34.00

(✓) No Activity reported. Prevenative treatment rendered for the following pest(s):

( ) Acivity Reported. Treatment rendered for targeted Pest(s):

~~Ants~~ ~~Roaches~~ Rats/Mice ~~Spiders~~ Silverfish ~~Earwigs~~ Fleas Ticks Carpenter Ants

Other: _____ Other: _____

Payments/Credits	**$0.00**
Balance Due	**$34.00**
Total	**$34.00**

Service Technician: JRMJ

Amount Collected: Check Cash

**Ready to use chemicals

Site	Method	Equipment	Chemical Treatment	MFG. & EPA Reg. #			Qty.
13-18	91	A	Talstar P	FMC 279-3206	06%	12%	11
			Cy-Kick CS	Whitmire 499-304	Cyfluthrin	06%	0.1%
			**Contrac Blox	" Bell Labs 12455-79" Bromadiolone			.005%
			**Contrac Bait Paks	" Bell Labs 12455-36 Bromadiolone			.005%
			Demon WP	Syngeta 100-990	Cypermethrin	0.1%	0.2%
			Demand CS	Syngeta 100-1066	Lambda Cyhalothrin	03%	06%
			**Maxforce FC (roach gel bait)	Bayer 64248-14	Fipronil 0.01%		
			Termidor SC	BASF 7969-210	Fipronil	03%	06% 0125%

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(888) 232-2567

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SITE=SITE(S) TREATED RESIDENTIAL	COMMERCIAL BUSINESS=SITE(S)	METHOD=METHOD OF APPLICATION	EQUIP=EQUIPMENT USED
01 KITCHEN 02 LIVINGROOM 03 BATHROOMS 04 BEDROOMS 05 DINING ROOMS 06 DEN 07 UTILITY ROOM 09 OUTSIDE 10 ATTIC 26 INSIDE	13 RESTROOMS 14 STORAGE 15 OFFICES 16 CLASSROOMS/MEETING ROOMS 18 AREAS OCCUPIED BY PEOPLE 19 DINING AREA/ LOUNGE 20 KITCHEN 23 EXTERIOR 25 WAREHOUSE (INSIDE)	91 CRACK & CREVICE 92 SPOT TREATMENT (2 SQUARE FEET OR LESS) 93 GENERAL SURFACE SPRAY 94 VOID TREATMENT 95 SPACE SPRAY (ULV) 96 EXTERIOR APPLICATION 97 BAIT PLACEMENT 98 INSPECTION ONLY 99 TRAP PLACEMENT (MONITORING)	A=COMPRESSED SPRAYER B=AEROSOL CAN C=PAINT BRUSH APPLICATION D=HAND DUSTER G=ULV MACHINE H=POWER SPRAYER (R G) I=BAIT APPLICATOR J= RODENT PLACEMENT (GLUE BOARD) K=BAIT STATION L=TUBE CORK DUSTER

Accepted By: X [signature]

Date: 7-12-21 (P) JRMJ

PRO-TECH Pest Control
"Your Source for Pest Control Solutions"

Pro-Tech Pest Control TPCL 12231
PO Box 4254
McAllen, TX 78502-4254

Phone (956) 289-9242
email: ptpestcontrol@hotmail.com

31230

Prct. 1
1902 Joe Stephens
Weslaco, TX 78596

Service Location

Prct. 1
TIRE SHOP (NEXT TO PRTBLES.)
Weslaco, TX
34.00

E-10-217-05-11

C-09-010-04-21

Due Date	Terms	Account #	Initial	PO Number	Arrival Time: 934
9/2/2010	30	C-09-010-04-21			Departure Time: 944

Frequency	Description and Tech Notes	Price	Serviced	Quantity	Amount
Monthly	Monthly Pest Control Service	34.00	8/3/2010		34.00

( ) No Activity reported. Prevenative treatment rendered for the following pest(s):

( ) Acivity Reported. Treatment rendered for targeted Pest(s):

Ants Roaches Rats/Mice Spiders Silverfish Earwigs Fleas Ticks Carpenter Ants

Other: _____ Other: _____

Payments/Credits	**$0.00**
Balance Due	**$34.00**
Total	**$34.00**

Service Technician	JRMJ

Amount Collected: Check Cash

**Ready to use chemicals

Site	Method	Equipment	Chemical Treatment	MFG. & EPA Reg. #			Qty.
			Talstar P	FMC 279-3206	24%	1.9%	
13/18	91	A	Cy-Kick CS	Whitmire 499-304	Cyfluthrin	05%	0.1%
			**Contrac Blox	" Bell Labs 12455-79" Bromadiolone			.005%
			**Contrac Bait Paks	" Bell Labs 12455-36 Bromadiolone			.005%
			Demon WP	Syngeta 100-1097	Cypermethrin	0.5%	0.2%
			Demand CS	Syngeta 100-1066	Lambda Cyhalothrin	03%	06%
			**Maxforce FC (roach gel bait)	Bayer 64248-14	Fipronil 0.01%		
			Termidor SC	BASF 7969-210	Fipronil	03%	06% 0125%

REQUIRED BY Texas Dept. of Agriculture Structural Pest Control Service
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Austin, Texas 78711-2847
(888) 232-2567

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SITE = SITE(S) TREATED RESIDENTIAL	COMMERCIAL BUSINESS = SITE(S)	METHOD = METHOD OF APPLICATION	EQUIP = EQUIPMENT USED
01 KITCHEN	13 RESTROOMS	01 CRACK & CREVICE	A=COMPRESSED SPRAYER
02 LIVINGROOM	14 STORAGE	02 SPOT TREATMENT (2 SQUARE FEET OR LESS)	B=AEROSOL CAN
03 BATHROOMS	15 OFFICES	03 GENERAL SURFACE SPRAY	C=PAINT BRUSH APPLICATION
04 BEDROOMS	16 CLASSROOMS/MEETING ROOMS	04 VOID TREATMENT	D=HAND DUSTER
05 DINING ROOMS	18 AREAS OCCUPIED BY PEOPLE	05 SPACE SPRAY (ULV)	G=ULV MACHINE
06 DEN	19 DINING AREA/ LOUNGE	06 EXTERIOR APPLICATION	H=POWER SPRAYER (R.G)
07 UTILITY ROOM	20 KITCHEN	07 BAIT PLACEMENT	I=BAIT APPLICATOR
09 OUTSIDE	23 EXTERIOR	08 INSPECTION ONLY	J= RODENT PLACEMENT (GLUE BOARD)
10 ATTIC	25 WAREHOUSE (INSIDE)	09 TRAP PLACEMENT (MONITORING)	K=BAIT STATION
28 INSIDE			L=TUBE CORK DUSTER

Accepted By: Delma L. Cantu Date: 8-6-10

Pro-Tech Pest Control TPCL 12231
PO Box 4254
McAllen, TX 78502-4254

PRO-TECH Pest Control
"Your Source for Pest Control Solutions"

31488

Phone (956) 289-9242
email: ptpestcontrol@hotmail.com

Prct. 1
1902 Joe Stephens
Weslaco, TX 78596

Service Location

Prct. 1
TIRE SHOP (NEXT TO PRTBLES.)
Weslaco, TX
34.00

E-10-217-05-11
C-09-010-04-21

Due Date	Service Date	Initial	30	PO Number	Arrival Time: 1019	
10/8/2010	**9/8/2010**		Terms		Departure Time: 1026	
Frequency	Description and Tech Notes			Price Per Unit	Quantity/ Linear Feet	Amount
Monthly	Monthly Pest Control Service			34.00		34.00

(✓) No Activity reported. Prevenative treatment rendered for the following pest(s):

( ) Acivity Reported. Treatment rendered for targeted Pest(s):

Ants ✓ Roaches ✓ Rats/Mice Spiders ✓ Silverfish Earwigs Fleas Ticks Carpenter Ants

Other: _____ Other: _____

Payments/Credits	**$0.00**
Balance Due	**$34.00**
Total	**$34.00**

Service Technician: MC

Amount Collected: Check Cash

**Ready to use chemicals

Site	Method	Equipment	Chemical Treatment	MFG. & EPA Reg. #			Qty.
			Talstar P	FMC 279-3206	0[illegible]	12%	
12-18	97	A	Cy-Kick CS	Whitmire 499-304	Cyfluthrin	06%	0.1%	6oz
			**Contrac Blox	" Bell Labs 12455-79" Bromadiolone			.005%	
			**Contrac Bait Paks	" Bell Labs 12455-36 Bromadiolone			.005%	
			Demon WP	Syngeta 100-500	Cypermethrin	0.1%	0.2%	
			Demand CS	Syngeta 100-1066	Lambda Cyhalothrin	03%	06%	
			**Maxforce FC (roach gel bait)	Bayer 64248-14	Fipronil 0.01%			
			Termidor SC	BASF 7969-210	Fipronil	03%	06%	0125%	

REQUIRED BY Texas Dept. of Agriculture Structural Pest Control Service
P O Box 12847
Austin Texas 78711-2847
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SITE=SITE(S) TREATED RESIDENTIAL	COMMERCIAL BUSINESS=SITE(S)	METHOD=METHOD OF APPLICATION	EQUIP=EQUIPMENT USED
01 KITCHEN	13 RESTROOMS	91 CRACK & CREVICE	A=COMPRESSED SPRAYER
02 LIVING ROOM	14 STORAGE	92 SPOT TREATMENT (2 SQUARE FEET OR LESS)	B=AEROSOL CAN
03 BATHROOMS	15 OFFICES	93 GENERAL SURFACE SPRAY	C=PAINT BRUSH APPLICATION
04 BEDROOMS	16 CLASSROOMS/MEETING ROOMS	94 VOID TREATMENT	D=HAND DUSTER
05 DINING ROOMS	18 AREAS OCCUPIED BY PEOPLE	95 SPACE SPRAY (ULV)	G=ULV MACHINE
06 DEN	19 DINING AREA/ LOUNGE	96 EXTERIOR APPLICATION	H=POWER SPRAYER (R G)
07 UTILITY ROOM	20 KITCHEN	97 BAIT PLACEMENT	I=BAIT APPLICATOR
09 OUTSIDE	23 EXTERIOR	98 INSPECTION ONLY	J= RODENT PLACEMENT (GLUE BOARD)
10 ATTIC	25 WAREHOUSE (INSIDE)	99 TRAP PLACEMENT (MONITORING)	K=BAIT STATION
26 INSIDE			L=TUBE CORK DUSTER

Accepted By: Melma Carter Date: 9-9-10

Pro-Tech Pest Control TPCL 12231
PO Box 4254
McAllen, TX 78502-4254

PRO-TECH Pest Control
"Your Source for Pest Control Solutions"

31643

Phone (956) 289-9242
email: ptpestcontrol@hotmail.com

Prct. 1
1902 Joe Stephens
Weslaco, TX 78596

Service Location

Prct. 1
TIRE SHOP (NEXT TO PRTBLES.)
Weslaco, TX
34.00

E-10-217-05-11

C09-010-04-21

Due Date	Service Date	Initial	30	PO Number	Arrival Time: 1010
10/30/2010	**9/30/2010**		Terms		Departure Time: 1020

Frequency	Description and Tech Notes	Price Per Unit	Quantity/ Linear Feet	Amount
Monthly	Monthly Pest Control Service	34.00		34.00

( ) No Activity reported. Prevenative treatment rendered for the following pest(s):

( ) Acivity Reported. Treatment rendered for targeted Pest(s):

Ants Roaches Rats/Mice Spiders Silverfish Earwigs Fleas Ticks Carpenter Ants

Other: _____ Other: _____

Payments/Credits	**$0.00**
Balance Due	**$34.00**
Total	**$34.00**

Service Technician	MC

Amount Collected: Check Cash

**Ready to use chemicals

Site	Method	Equipment	Chemical Treatment	MFG. & EPA Reg. #	Qty.
13 18	91	A	TaiStar P	FMC 279-3206 .06% .12%	1 Ga
			Cy-Kick CS	Whitmire 499-304 Cyfluthrin .05% .1%	
			**Contrac Blox	" Bell Labs 12455-79" Bromadiolone .005%	
			**Contrac Bait Paks	" Bell Labs 12455-36 Bromadiolone .005%	
			Demon WP	Syngeta 100-800 Cypermethrin .1% .2%	
			Demand CS	Syngeta 100-1066 Lambda Cyhalothrin .03% .06%	
			**Maxforce FC (roach gel bait)	Bayer 64248-14 Fipronil 0.01%	
			Termidor SC	BASF 7969-210 Fipronil .03% .06% .0125%	

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Austin, Texas 78711-2847
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01 KITCHEN	13 RESTROOMS	91 CRACK & CREVICE	A=COMPRESSED SPRAYER
02 LIVINGROOM	14 STORAGE	92 SPOT TREATMENT (2 SQUARE FEET OR LESS)	B=AEROSOL CAN
03 BATHROOMS	15 OFFICES	93 GENERAL SURFACE SPRAY	C=PAINT BRUSH APPLICATION
04 BEDROOMS	16 CLASSROOMS/MEETING ROOMS	94 VOID TREATMENT	D=HAND DUSTER
05 DINING ROOMS	18 AREAS OCCUPIED BY PEOPLE	95 SPACE SPRAY (ULV)	G=ULV MACHINE
06 DEN	19 DINING AREA/LOUNGE	96 EXTERIOR APPLICATION	H=POWER SPRAYER (R.G)
07 UTILITY ROOM	20 KITCHEN	97 BAIT PLACEMENT	I=BAIT APPLICATOR
09 OUTSIDE	23 EXTERIOR	98 INSPECTION ONLY	J= RODENT PLACEMENT (GLUE BOARD)
10 ATTIC	25 WAREHOUSE (INSIDE)	99 TRAP PLACEMENT (MONITORING)	K=BAIT STATION
25 INSIDE			L=TUBE CORK DUSTER

Accepted By: X Delma Cantu Date: 10-6-10

Pro-Tech Pest Control TPCL 12231
PO Box 4254
McAllen, TX 78502-4254

PRO-TECH Pest Control
"Your Source for Pest Control Solutions"

31798

Phone (956) 289-9242
email: ptpestcontrol@hotmail.com

Prct. 1
1902 Joe Stephens
Weslaco, TX 78596

Service Location

Prct. 1
TIRE SHOP (NEXT TO PRTBLES.)
Weslaco, TX
34.00

(E-10-217-05-11) C-09-010-04-21

Due Date	Service Date	Initial	30	PO Number	Arrival Time: 949
12/2/2010	**11/2/2010**		Terms		Departure Time: 1000

Frequency	Description and Tech Notes	Price Per Unit	Quantity/ Linear Feet	Amount
Monthly	Monthly Pest Control Service	34.00		34.00

(/) No Activity reported. Preventative treatment rendered for the following pest(s):

( ) Acivity Reported. Treatment rendered for targeted Pest(s):

Ants / Roaches Rats/Mice Spiders Silverfish Earwigs Fleas Ticks Carpenter Ants

Other: _____ Other: _____

Service Technician	MC

Payments/Credits	**$0.00**
Balance Due	**$34.00**
Total	**$34.00**

Amount Collected: Check Cash

**Ready to use chemicals

Site	Method	Equipment	Chemical Treatment	MFG. & EPA Reg. #			Qty.
			Talstar P	FMC 279-3206	.06%	.12%	
13-18	9	A	Cy-Kick CS	Whitmire 499-304	Cyfluthrin .05%	.1%	14oz
			**Contrac Blox	" Bell Labs 12455-79" Bromadiolone .005%			
			**Contrac Bait Paks	" Bell Labs 12455-36 Bromadiolone .005%			
			Demon WP	Syngeta 100-1066	Cypermethrin .2%	.5%	
			Demand CS	Syngeta 100-1066	Lambda Cyhalothrin .03%	.06%	
			**Maxforce FC (roach gel bait)	Bayer 64248-14	Fipronil 0.01%		
			Termidor SC	BASF 7969-210	Fipronil .03%	.06% .0125%	

REQUIRED BY Texas Dept. of Agriculture Structural Pest Control Service
P O Box 12847
Austin, Texas 78711-2847
(888) 232-2567

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01 KITCHEN	13 RESTROOMS	01 CRACK & CREVICE	A=COMPRESSED SPRAYER
02 LIVINGROOM	14 STORAGE	02 SPOT TREATMENT,2 SQUARE FEET OR LESS;	B=AEROSOL CAN
03 BATHROOMS	15 OFFICES	03 GENERAL SURFACE SPRAY	C=PAINT BRUSH APPLICATION
04 BEDROOMS	16 CLASSROOMS/MEETING ROOMS	04 VOID TREATMENT	D=HAND DUSTER
05 DINING ROOMS	18 AREAS OCCUPIED BY PEOPLE	05 SPACE SPRAY (ULV)	G=ULV MACHINE
06 DEN	19 DINING AREA/ LOUNGE	06 EXTERIOR APPLICATION	H=POWER SPRAYER (R,G)
07 UTILITY ROOM	20 KITCHEN	07 BAIT PLACEMENT	I=BAIT APPLICATOR
09 OUTSIDE	23 EXTERIOR	08 INSPECT ON ONLY	J= RODENT PLACEMENT (GLUE BOARD)
10 ATTIC	25 WAREHOUSE : NSIDE	09 TRAP PLACEMENT (MONITORING)	K=BAIT STATION
25 INSIDE			L=TUBE CORK DUSTER

Accepted By: X Rick Medrano Jr. Date: 11-2-10

Pro-Tech Pest Control TPCL 12231
PO Box 4254
McAllen, TX 78502-4254

PRO-TECH Pest Control
"Your Source for Pest Control Solutions"

32037

Phone (956) 289-9242
email: ptpestcontrol@hotmail.com

Prct. 1
1902 Joe Stephens
Weslaco, TX 78596

Service Location

Prct. 1
TIRE SHOP (NEXT TO PRTBLES.)
Weslaco, TX
34.00

968-8733

C-09-010-04-21
E 10-217-05-11

Due Date	Service Date	Initial	30	**PO Number**	Arrival Time: 1104
1/6/2011	**12/7/2010**		Terms	~~640054~~	Departure Time: 1115

Frequency	Description and Tech Notes	Price Per Unit	Quantity/ Linear Feet	Amount
Monthly	Monthly Pest Control Service	34.00		34.00

( ) No Activity reported. Prevenative treatment rendered for the following pest(s):

( ) Acivity Reported. Treatment rendered for targeted Pest(s):

Ants / Roaches / Rats/Mice / Spiders / Silverfish / Earwigs / Fleas Ticks Carpenter Ants

Other: _____ Other: _____

Payments/Credits	**$0.00**
Balance Due	**$34.00**
Total	**$34.00**

Service Technician	JRMJ	Amount Collected: Check Cash

**Ready to use chemicals

Site	Method	Equipment	Chemical Treatment	MFG. & EPA Reg. #	Qty.
13-16	91	A	Talstar P	FMC 279-3206	8oz
			Cy-Kick CS	Whitmire 339-304 Cyfluthrin 05% 0.1%	
			**Contrac Blox	" Bell Labs 12455-79" Bromadiolone .005%	
			**Contrac Bait Paks	" Bell Labs 12455-36 Bromadiolone .005%	
			Demon WP	Syngeta 100-940 Cypermethrin	
			Demand CS	Syngeta 100-1066 Lambda Cyhalothrin 03% 06%	
			**Maxforce FC (roach gel bait)	Bayer 64248-14 Fipronil 0.01%	
			Termidor SC	BASF 7969-210 Fipronil 03% 06% 0125%	

REQUIRED BY Texas Dept. of Agriculture Structural Pest Control Service
P.O. Box 12847
Austin, Texas 78711-2847
(888) 232-2567

SITE(S)=SITES CHEMICAL WAS APPLIED FOR AREAS TREATED. THE FOLLOWING EXPLAINS THE SERVICE TICKET, TREATED AREAS, METHOD AND EQUIPMENT USED.

SITE = SITE(S) TREATED RESIDENTIAL	COMMERCIAL BUSINESS = SITE(S)	METHOD = METHOD OF APPLICATION	EQUIP = EQUIPMENT USED
01 KITCHEN 02 LIVINGROOM 03 BATHROOMS 04 BEDROOMS 05 DINING ROOMS 06 DEN 07 UTILITY ROOM 09 OUTSIDE 10 ATTIC 25 INSIDE	13 RESTROOMS 14 STORAGE 15 OFFICES 16 CLASSROOMS/MEETING ROOMS 18 AREAS OCCUPIED BY PEOPLE 19 DINING AREA/ LOUNGE 20 KITCHEN 23 EXTERIOR 25 WAREHOUSE (INSIDE)	91 CRACK & CREVICE 92 SPOT TREATMENT (2 SQUARE FEET OR LESS) 93 GENERAL SURFACE SPRAY 94 VOID TREATMENT 95 SPACE SPRAY (ULV) 96 EXTERIOR APPLICATION 97 BAIT PLACEMENT 98 INSPECTION ONLY 99 TRAP PLACEMENT (MONITORING)	A=COMPRESSED SPRAYER B=AEROSOL CAN C=PAINT BRUSH APPLICATION D=HAND DUSTER G=ULV MACHINE H=POWER SPRAYER (R/G) I=BAIT APPLICATOR J= RODENT PLACEMENT (GLUE BOARD) K=BAIT STATION L=TUBE CORK DUSTER

Accepted By: Debra L. Castillo Date: 12-7-10

AI-26391 **7.C.**

Renewal/Extension-C-10-024-05-18-Sale Of Scrap Metal-Hidalgo County

CC CONSENT

Date:	05/03/2011
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting approval to exercise the option to renew the one (1) year extension for Contract #C-10-024-05-18-Sale Of Scrap Metal-Hidalgo County with TDS Recycling Corporation dba Weslaco Scrap Metal & Tesoro Metals Recycling as stipulated and provided in the contract/specifications under the same rates, terms and conditions.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact. Contract/project are for revenues to be received due to sale of scrap metal.

Attachments

Link: Extension Letter and Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Nielda Cavazos	04/27/2011 09:11 AM	APRV
2	Budget & Management	Erika Zamora	04/27/2011 09:46 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	04/28/2011 11:55 AM	APRV
4	Auditor's Office	Linda Fong	04/28/2011 04:15 PM	APRV

Form Started By: Vangie Garcia Started On: 04/26/2011 11:29 AM

Final Approval Date: 04/28/2011

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

RECEIVED
APR 26 2011
By

April 19, 2011

TDS Recycling Corporation dba
Weslaco Scrap Metal & Tesoro Metals Recycling
Attn: Scott Crane
512 N. Midway
Weslaco, Texas 78596

Via: Certified Mail: 7099-3220-0002-9745-7095
Email: cranwash@aol.com

Re: Renewal/Extension For Contract #C-10-024-05-18
"Sale Of Scrap Metal-Hidalgo County"

Dear Mr. Crane:

Hidalgo County Purchasing Department will be requesting Commissioners Court to consider the County's sole option to extend the contract for one (1) year as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of Tuesday, May 3, 2011 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 10:00 a.m., Tuesday, 2011, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: Scott Crane Date: 4-19-11

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

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

cc:

department
auditors

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-024-05-18

THIS CONTRACT is made and entered into this 18TH Day Of May, 2010 by and between the County Of Hidalgo, Texas ("County"), and TDS Recycling Corporation dba Weslaco Scrap Metal & Tesoro Metals Recycling ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Sale Of Scrap Metal"** the ("Services"); and

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

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

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

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

otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective **May 18, 2010** and ending on **May 17, 2011.** Hidalgo County at its sole discretion may elect the option to extend the contract for one (1) year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services

and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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

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

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

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

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

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

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

If to County:	**The County of Hidalgo** **Attn: County Judge** **100 E. Cano** **Edinburg, Texas 78539**
If to Company	**TDS Recycling Corporation dba** **Weslaco Scrap Metal & Tesoro Metals Recycling** **4515 N. 10th Street** **McAllen, Texas 78504**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

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

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

WITNESS our hands in duplicate originals this_____ day of _____, 2010.

COUNTY OF HIDALGO

By:_____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

COMPANY: TDS Recycling Corporation dba Weslaco Scrap Metal & Tesoro Metals Recycling

By:_____

Printed Name: SCOTT CRANE

Title: PRESIDENT

APPROVED BY COMMISSIONES COURT:**05/18/2010**

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

March 8, 2010

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids –**"SALE OF SCRAP METAL"**
Bid No: 2010-024-03-24-ERT

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. Ext 4882 (Eric)

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ert

Enclosures

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY
"SALE OF SCRAP METAL"
Bid No: 2010-024-03-24-ERT

1. **Request for Bid Letter, consisting of 1 page.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
   (Page 8 must be submitted with bid).
3. **Exhibit "A" Specifications consisting of 3 pages.**
4. **Exhibit "B" Bid Page consisting of 1 page.**
   (Must be submitted with bid).
5. **Attachment No. 1 consisting of 1 page.**
6. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
   (Must be submitted with bid, if applicable).
7. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 pages.**
   (Copy of receipt and this form must be submitted with bid).
8. **Vendor/Bidder Application, consisting of 2 pages.**
   (Must be submitted with bid, if applicable).
9. **W-9 form, consisting of 4 pages.**
   (Must be submitted with bid).
10. **Certification Regarding Debarment, consist of 1 page.**
    (Must be submitted with bid).
11. **Draft Service Contract, consisting of 7 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, CPPB
Purchasing Agent

March 8, 2010
Date

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2010-024	Buyer: Eric Trevino	Tel. No: (956) 318-2626 ext. 4882

REQUEST FOR BIDS

HIDALGO COUNTY

"SALE OF SCRAP METAL"

BID OPENING DATE:

March 24, 2010

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 - New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY – "SALE OF SCRAP METAL"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2010-024-03-24-ERT HIDALGO COUNTY - "SALE OF SCRAP METAL"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, MARCH 24, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2010-024-03-24-ERT RFB-HIDALGO COUNTY – "SALE OF SCRAP METAL".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

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

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models

of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

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

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

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

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

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

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

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

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

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

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY - "SALE OF SCRAP METAL"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

  Hidalgo County Auditor's Office
  Ray Eufracio, Auditor
  2808 South Business Hwy 281
  Edinburg, Texas 78539
  ATTN.: Accounts Payable (956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**MARCH 24, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

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

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

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

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

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in

excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

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

19. Ethical Standards:

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

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

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

20. Disclosure of Conflict of Interest

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

Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

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

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

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

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

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

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

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

A. Meet schedules;
B. Pay any required fees or taxes; or

C. Otherwise perform in accordance with the specifications.

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

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

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

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

Bid
For

HIDALGO COUNTY
"SALE OF SCRAP METAL"
BID NO.: 2010-024-03-24-ERT

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 – New Administration Building
Edinburg, Texas 78539

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

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

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "A"
HIDALGO COUNTY
"SALE OF SCRAP METAL"
BID NO. 2010-024-03-24-ERT

SPECIFICATIONS

SCOPE OF WORK:
Hidalgo County is seeking qualified companies to establish a contract for "Sale of Scrap Metal" on an "As Needed Basis".

SPECIFICATIONS, REQUIREMENTS
Vendor is responsible for, disposal or recycling of any scrap metal(s) purchased from Hidalgo County under this contract. Vendor can bid on OPTION 1, OPTION 2 or both OPTIONS.

1. Hidalgo County will sale scrap metal on an as needed basis.

2. Any recycling, reclamation, rejuvenation, disposition, or other use of material shall Comply with all federal, state, and local laws, rules, regulations, ordinances, and Pertinent policies.

3. Vendor(s) submitting bid must possess all applicable permits and licenses required (attach copies of permit(s) and license(s) with bid).

4. BID PAGE - Vendor must fill in the price per pound and the price per ton on the fee column of the Bid Page (Exhibit "B").

5. All Hidalgo County Precincts / Departments are able to utilize the services.

6. Vendor(s) must provide weight ticket to coincide with fee, and weight ticket must be submitted to the designated department user so that it can be submitted to the Budget and Auditor's Office.

7. Vendor(s) must have a (press, grinder or shredder, etc) for the aluminum and tin (e.i. license plates, etc.). Hidalgo County will take the license plates to vendor's site (shredding will be verified by Hidalgo County personnel). The vendor(s) must allow Hidalgo County access to their facility/facilities, to ensure the (e.i. license plates, etc) are being disposed of properly and not misused.

8. Vendor(s) shall have and maintain, under its direct employment and supervision, the necessary organization and facility/facilities to fulfill the services required.

9. All prices for disposition, time and labor must be taken into consideration. Such Fee must be included in the price per pound/ton.

Vendor can bid on OPTION 1, OPTION 2 or both OPTIONS.

OPTION 1: Hidalgo County will transport scrap metal(s) to vendor site(s) on an as needed basis.

OPTION 2: Vendor will pickup and remove scrap metal(s) from Hidalgo County sites on an as needed basis:

- All prices for removals, disposition, time and labor must be taken into Consideration. Such fee must be included in the price per pound/ton.
- Vendor must provide a scrap metal bin in which all scrap material will be placed in and removed by the vendor. (See Attachment No 1 for list of bin placement locations). Attachment No 1 – ONLY applies to OPTION 2.
- Hidalgo County reserves the right to add or delete any future sites for bin placement at no additional charge to Hidalgo County throughout the life of the contract and/or grace periods (See Attachment No 1).
- Vendor is responsible for safe, proper and legal transportation.

TERMS AND CONDITIONS

1. The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional one (1) year term under the same rates, terms and conditions.

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

3. Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.

4. 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.

5. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

6. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered or (c) terminated by County with thirty (30) days written notice prior to cancellation.

7. All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

8. Hidalgo County may utilize "**State Awarded Contracts**" when it is in the County best interest to do so.

9. Bidder(s) must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C", insurance requirements), if applicable.

10. CIQ Questionnaire: Attached conflict of interest (Exhibit D) must be filed and recorded at Hidalgo County Clerks Office.

11. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next most qualified bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

Additional information:

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL NO LATER THAN, March 17, 2010 at 5:00 p.m. at eric.trevino@co.hidalgo.tx.us . Responses to said inquiries will be sent to all applicants via facsimile by no later than March 19, 2010 at 5:00 P.M.

"EXHIBIT B"
HIDALGO COUNTY
"SALE OF SCRAP METAL"
BID NO. 2010-024-03-24-ERT
BID PAGE

DESCRIPTION	FEE
OPTION 1 - Sale of Scrap Metal	Price Per Pound:
	And
	Price Per Ton:

DESCRIPTION	FEE
OPTION 2 – Removal-Pickup and Sale of Scrap Metal	Price Per Pound:
	And
	Price Per Ton:

(1 TON = 2,000 LBS)

For example: If "Price Per Pound" is 1 cent, then "Price Per Ton" should be $20.00 (.01 x 2,000 lbs) = $20.00.

Note: Vendor can bid on OPTION 1, OPTION 2 or both OPTIONS.

Note: Vendor must fill in the price per pound and the price per ton on the fee column of the Bid Page (Exhibit "B").

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NO/FAX NO: _____

CELL PHONE NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

Attachment No. 1

Only applies to **OPTION 2**

LIST OF BIN PLACEMENT LOCATIONS

Hidalgo County Precinct No. 1

Sunrise Hill – Weslaco, TX
Donna Collection Site
Mercedes Collection Site
Monte Alto Collection Site

Hidalgo County Precinct No. 4

Primary Recovery Center- 1101 North Doolittle Road - Edinburg, TX

Hidalgo County Sheriff's Office

Motor Pool – 711 El Cibolo Road – Edinburg, TX

*Hidalgo County reserves the right to add or delete any future sites for bin placement at no additional charge to Hidalgo County throughout the life of the contract and/or grace periods.

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

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 EXP (Any one person) $ PERSONAL & 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				☐ STATUTORY 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 BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 05/29/2007

(Copy of receipt and this form must be submitted with bid)

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.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "B"
VENDOR'S BID

NOTE: Vendor submitted and responded to the "Option I" of the RFB-Bid Page.

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: Hidalgo County				
BID OPENING DATE: March 24, 2010		**BID OPENING TIME: 9:30 A.M.**		
DESCRIPTION OF BID: "Sale of Scrap Metal"				
BID NO: 2010-024-03-24-ERT		**BUYER: Eric Trevino**		
NAME OF COMPANY	**OPTION 1** **Hidalgo County will transport scrap metal(s) to vendor site(s) on an as needed basis**		**OPTION 2** **Vendor will pickup and remove scrap metal(s) from Hidalgo County sites on an as needed basis:**	
	Price Per Pound	Price Per Ton	Price Per Pound	Price Per Ton
TDS Recycling Corporation **DBA: Weslaco Scrap Metal and Tesoro Metals Recycling**	$.055.00	$110.00	NO BID	NO BID

THIS IS THE ONLY VENDOR THAT SUBMITTED A BID.

"EXHIBIT B"
HIDALGO COUNTY
"SALE OF SCRAP METAL"
BID NO. 2010-024-03-24-ERT
BID PAGE

DESCRIPTION	FEE
OPTION 1 - Sale of Scrap Metal	Price Per Pound: $.055
	And
	Price Per Ton: $110.00

DESCRIPTION	FEE
OPTION 2 – Removal-Pickup and Sale of Scrap Metal	Price Per Pound:
	And
	Price Per Ton:

(1 TON = 2,000 LBS)

For example: If "Price Per Pound" is 1 cent, then "Price Per Ton" should be $20.00 (.01 x 2,000 lbs) = $20.00.

Note: Vendor can bid on OPTION 1, OPTION 2 or both OPTIONS.

Note: Vendor must fill in the price per pound and the price per ton on the fee column of the Bid Page (Exhibit "B").

BIDDER/COMPANY NAME: TDS Recycling Corporation d.b.a. WESLACO SCRAP METAL / TESORO METALS RECYCLI
ADDRESS: 512 N. MIDWAY
CITY/STATE/ZIP: WESLACO, TX. 78596
PHONE NO/FAX NO: 956-630-2487 / 956-682-1685 FA
CELL PHONE NO: 956-495-5000
E-MAIL ADDRESS: cranewash@AOL.com
AUTHORIZED SIGNATURE: Scott Cox
TITLE: OWNER / President

OPENED
9:53am
MAR 24 2010

Witnessed

EXHIBIT "C"
INSURANCE REQUIREMENTS

NOTE: Pursuant to legal's review and comments regarding the vendor's insurance compliance, does not require the "Workers Compensation" since the awarded vendor will not be stepping onto County premises.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/19/2011

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
Hibbs-Hallmark & Company
501 Shelley Drive
P.O. Box 8357
Tyler, TX 75711
(903) 561-8484

CONTACT NAME: Erin Magouirk
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS: erin.magouirk@hibbshallmark.com
PRODUCER CUSTOMER ID #: TDSRECY-01

INSURER(S) AFFORDING COVERAGE — NAIC #
INSURER A: New Hampshire Ins Co
INSURER B: Granite State Ins Co
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURED
TDS Recycling Corporation
512 N Midway
Weslaco, TX 78596-

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		02LX0228537090	8/9/2010	8/9/2011	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 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			02LX0228537090	8/9/2010	8/9/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Hidalgo County Texas is named as Additional Insured as respects General Liability when required by written contract.

CERTIFICATE HOLDER

Hidalgo County Texas
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

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APPROVED

AI-21158 **20.H.2.**

Award of bid - Hidalgo County Sale of Scrap Metal

CC REGULAR

Date: 05/18/2010

Submitted By: Eric Trevino, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Sub-category:** Co. Wide

Information

CAPTION

Recommending award of bid and approval of contract to sole bidder "TDS Recycling Corporation" meeting all specifications and/or requirements as attached hereto for: "Hidalgo County - Sale of Scrap Metal" Bid No. 2010-024-03-24-ERT.

BACKGROUND

There is no current contract

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-360-00-000-000-0-000

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

BUDGETARY IMPACT:

Revenue Account:

0-1100-360-00-000-000-0-000 - Revenues to be received due to sale of scrap metal.

Attachments

Link: CONTRACT

Link: MEMO'S, PARTICIPATION LOG, BID TABULATION SHEET

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/13/2010 10:04 AM	APRV
2	Budget & Management	Erika Zamora	05/13/2010 10:40 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	05/13/2010 11:23 AM	APRV
4	Auditor's Office	Linda Fong	05/14/2010 12:07 PM	APRV

Form Started By: Eric Trevino Started On: 05/11/2010 09:54 AM

Final Approval Date: 05/14/2010

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO CONTRACT C-10-024-05-18
FOR SALE OF SCRAP METAL

This **AMENDMENT** to the CONTRACT is made this 5th day of October, 2010 by and between **HIDALGO COUNTY, TEXAS** (the "COUNTY") and **TDS RECYCLING CORPORATION DBA WESLACO SCRAP METAL & TESORO METALS RECYCLING,** ("COMPANY").

WHEREAS, Company and County entered into a Contract dated May 18, 2010 for Hidalgo County's Sale Of Scrap Metal on an as needed basis;

WHEREAS, Company agreed to pay County for the sale of scrap metal;

WHEREAS, the specifications and or contract, as drafted, was not specific pertaining to the timeliness of payment from Company to County;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Company hereby agree to the following amendment to the Contract:

1. Paragraph 6 of the Contract is deleted in its entirety and replaced with the following in lieu thereof:

   Company shall provide weigh tickets to County department user at time of receipt of scrap metal. Each weigh ticket so provided to County department user to specify date of receipt, time of receipt, name of department user, weight by gross of scrap metal received, tare and net of scrap metal receipt.

   As consideration for rendering the Services provided for in this Contract, the Company agrees to pay the County the amounts as specified in Exhibit "B" as attached hereto and payable against weight tickets submitted by the Company to Hidalgo County Treasurer's Office with copy to the Hidalgo County Department User, within thirty (30) days of submitting such weight tickets.

2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect and Company and County ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

TDS RECYCLING CORPORATION DBA WESLACO SCRAP METAL & TESORO METALS RECYCLING

By: _____
Its: PRESIDENT

HIDALGO COUNTY, TEXAS

_____
Rene Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

Agenda Item approved

AI-23271 **18.A.5.**

Hidalgo County-"Amendment" to Contract #C-10-024-05-18

CC REGULAR

Date: 10/05/2010

Submitted By: Vangie Garcia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Approval of an "Amendment" to Contract #C-10-024-05-18 with TDS Recycling Corporation, dba, Weslaco Scrap Metal & Tesoro Metals Recycling Company for "Hidalgo County-Sale Of Scrap Metal"(on an as needed basis) reflecting details on timeline for payment of revenues by awarded vendor to Hidalgo County and as previously approved by Commissioners Court on May 18, 2010.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact for this request and or project. Awarded company will pay revenues to Hidalgo County.
(Revenue generating project)

Attachments

Link: Contract Documentation

Link: Amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Vangie Garcia	09/29/2010 05:20 PM	CREATED
1	Purchasing Department	Marty Salazar	09/30/2010 02:16 PM	APRV
2	Budget & Management	Sylvia Solis	09/30/2010 02:56 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	09/30/2010 03:42 PM	APRV
4	Auditor's Office			NEW

Form Started By: Vangie Garcia Started On: 09/29/2010 05:20 PM

AI-26390 **7.D.**

Software/Internet Renewals

CC CONSENT

Date:	05/03/2011
Submitted By:	Matilde Faz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

1. Tax Office Department:
Requesting authority to enter into an annual software renewal with Kavoussi & Associates for the Tax Office through the following requisition #194024 in the total amount of $998.00/year. Effective: Upon approval (1-1100-415-15-140-001-0-336);

2. Information Technology Department:
a. Requesting authority to enter into a (1) year high-speed internet connection renewal called "DS-3 10 Mbps" with AT&T Internet Services for the I. T. County Wide Department through requisition #193574 in the amount of $2,058.56/month + one time installation fee of $1,630.00 (1-1100-415-00-200-002-0-534);

b. Requesting authority for County Judge to execute Master Agreement for AT&T PremierSERVSM Dedicated Internet Access (DIA) as required and requested by vendor with a term of 12 months and effective upon approval.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-15-140-001-0-336
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Req#194024 has $998.00 available.

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-00-200-002-0-534
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Req#193574 has $26,332.72 available

Attachments

Link: Kavoussi - Tax Office
Link: AT&T - IT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Nielda Cavazos	04/27/2011 09:11 AM	APRV
2	Budget & Management	Erika Zamora	04/27/2011 09:23 AM	APRV
3	Roland Garcia	Rolando Garcia	04/28/2011 09:22 AM	APRV
4	Auditor's Office		04/29/2011 11:09 AM	NEW

Form Started By: Matilde Faz Started On: 04/26/2011 10:39 AM

Final Approval Date: 04/29/2011

Requisition

Req # 00194024

PO #

Date: 04/18/11

Consent #26390 5/3/11

Bill To: x
x

Vendor : 194158
KAVOUSSI & ASSOCIATES
711 NAVARRO STREET
SUITE 309
SAN ANTONIO TX 78205-1711
FAX (210)281-9722

Ship To: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

Contact: TAX COLLECTION
956-289-7472

Contract No:

Special Instructions:
C-98

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		EFFECTIVE DATE: JULY 2011 THRU JULY 2012 DO NOT DUPLICATE ORDER		
1.00	YEAR	OM TRUTH-IN-TAXATION SOFTWARE FOR THE EDINBURG TAX COLLECTION OFFICE AT 2804 S BUS HWY 281 ****THIS SOFTWARE IS USED FOR 10 OR MORE ENTITIES**** IT IS PROVIDED TO ASSIST TEXAS ENTITIES WITH MANAGING THE UNCERTAINTIES OF NEW PROPERTY TAX AND SCHOOL FINANCE LAWS. WTIH TNT THE TAX OFFICE CAN BE ASSURED OF COMPLYING WITH ALL EXISTING AND NEW TRUTH-IN-TAXATION LAWS. VENDOR DOES NOT COME ON SITE - IF A PROBLEM ARRISES - THEY WILL THEN SEND A CD TO ASSIST COMPUTER STAFFF WITH THE PROBLEM.	998.00	998.00
.00	EACH	OM EFFECTIVE DATE: JULY 2011 THROUGH JULY 2012	.00	.00
		Account No	Encumbrance	
		1-1100-415-15-140-001-0-336	998.00	
			Freight	.00
			Total	998.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Keg # 194024

ACT!
APPRAISAL & COLLECTION TECHNOLOGIES, LLC

911 Central Parkway North, Suite 200 · San Antonio, TX 78232
(210) 403-8670 · FAX (210) 403-8905
www.texasetr.com · www.acttax.com

April 20, 2011

Ms. Mary Garcia
County of Hidalgo Tax Office
2804 S. Bus. Hwy 281
Edinburg, Texas 78539

RE: TNT2011

Dear Ms. Garcia:

The 2011 Truth-in-Taxation software (TNT2011) is used for setting the 2011 tax rates. The program will be available once the Texas Comptroller of Public Accounts has released their final Worksheets for the calculation of the Effective and Rollback Tax Rates. We estimate that this will occur in July, 2011. In May, an early version of the program will be available based on last year's calculations. The calculations for TNT2011 will be updated as needed for the calculation of 2011 tax rates, up until December 31, 2011.

Sincerely,

BLAIR K. RILEY

ACT /
APPRAISAL & COLLECTION TECHNOLOGIES, LLC
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www.texasetr.com · www.acttax.com

Truth-in-Taxation Software
TNT 2011 Order Form

SECTION 1: CONTACT INFORMATION				
Name of Taxing Unit: Hidalgo County Tax Office				
Contact Name: Mr. Pablo (Paul) Villarreal Jr.		Contact Title: Chief of Operations/Rudy/Paul		
Shipping Address: 2804 S. Bus. Hwy 281		City: Edinburg	State: Texas	Zip: 78539
Phone: 956-289-7472	Fax: 956-318-2733	E-Mail (please include to receive updates): **paul.villarreal@taxoffice.co.hidalgo.tx.us**		
Name of Person Receiving Invoice: Mary Garcia		Title of Person Receiving Invoice: Administrative Assistant		
Billing Address: **2804 S. Bus. Hwy 281**		Billing City: **Edinburg**	State: Texas	Billing Zip: **78539**

SECTION 2: ORDER INFORMATION **PLEASE INDICATE YOUR ORDER PREFERENCES**

Are you interested in ordering both TNT2011 & TNT2012?

☐ I want to order TNT2011 & TNT2012 to lock in this year's early bird price.

☒ I want to order only TNT2011.

TNT will be used to calculate for how many taxing entities?

☐ 1 – 3 entities ☐ 4 – 9 entities ☒ 10 or More entities

Which Windows Operating System do you currently use?

☒ Windows XP ☐ Windows Vista ☒ Windows 7 ☐ Other ____

Which Distribution Method do you prefer?

☒ Use Web Based Version of TNT* ☐ Receive TNT on a CD by Mail for use on PC**

*Requires Internet Explorer 8.0 or higher

**Requires an IBM-compatible computer; a minimum of 512 MB RAM; at least 100 MB of free hard disk space; and WINDOWS XP or newer

SECTION 3: GENERAL TNT INFORMATION			
TNT2011 Price Schedule			**Sending your Order**
TNT Used for:	Order and Payment Sent by June 1, 2011	Order and/or Payment Sent after June 1, 2011	**Fax:** (210) 403-8905 **E-mail:** TNThelp@lgbs.com **Mail Order Form & Payment to:** Appraisal & Collection Technologies Truth-in-Taxation Software Department 911 Central Parkway North, Suite 200 San Antonio, TX 78232
1-3 Taxing Entities	$298.00	$388.00	
4-9 Taxing Entities	$578.00	$748.00	
10 or More Entities	$998.00	$1,298.00	

Requisition

Req # 00193574

PO #

Date: 04/11/11

Consent #26390 5/3/11

Bill To: x
x

Vendor : 335673
AT&T INTERNET SERVICES
P O BOX 6463
CAROL STREAM IL 60197-6463

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

Contact: EDNA KIRBY
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		EaMis Contract SCM110401114451		
		DO NOT DUPLICATE ORDER		
12.00	MONTH	EaMIS Basic-with Customer provided Router 1 (Yr) 10 Meg	2,058.56	24,702.72
1.00	EACH	Installation	1,630.00	1,630.00
		Account No	Encumbrance	
		1-1100-415-00-200-002-0-534	26,332.72	
			Freight	.00
			Total	26,332.72
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Date: 4/3/2011

County of Hidalgo - Ethernet Access over Managed Internet Service - Price Quotes

EaMIS Basic - with Customer Provided Router

Term (Yr)	Port Speed	Internet MRC Extended Price	Installation	Type of Install	Hardware	Contract Informtion - MIS Pricing Schedule: Pages 1 through 12			
						Port Section/Table		Access Section/Table	
						Contract Section	Contract Table	Contract Section	Contract Table
1	10 Meg	$2,058.56	$1,630.00	Tele-Install	Customer Provided Router	1	23	4	N/A

Notes:

- AT&T Managed Router will require a POTS line connection to Router's Modem for proactive monitoring, IOS & Patch uploads. Purchase of a POTs line is required if one is not already available.
- BGP is supported with EaMIS Basic Service only. Customer may require the Traffic Shaping feature enabled in customer router.
- Price quotes are for EaMIS Plus and Basic Interent Service with 10Meg bandwidth speeds and both 1, and 3 Yr terms.
- Other Bandwidth speeds are available upon request.
- Primary and Secondary DNS are available through AT&T if not hosted by customer.
- Email and Web hosting services are available via customer request and will be provided on separate quote.
- Ethernet Access over Managed Internet Service will be delivered via a 10/100 baseT port handoff

at&t	AT&T MA Reference No.

MASTER AGREEMENT

Customer	**AT&T**
County of Hidalgo 100 N. Closner Edinburg, TX 78539 USA	AT&T Corp.
Customer Contact (for notices)	**AT&T Contact (for notices)**
Name: Renán Ramirez Title: 100 N. Closner Edinburg , TX 78539 United States Telephone: 9562927010 Fax: Email: renan@co.hidalgo.tx.us	5711 MCPHERSON RD LAREDO, TX 78041 With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T, and continues in effect as long as Services are provided under this Master Agreement.

This Master Agreement will apply to all services and equipment Customer buys from AT&T, now and in the future, that are provided under Pricing Schedules attached to or referencing this Master Agreement ("Services"). Other Services may be provided by signing additional Pricing Schedules at any time. AT&T standard service offerings are described in Tariffs, Guidebooks, Service Guides and other documents identified in this Master Agreement.

Customer (by its authorized representative)	**AT&T** (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

eCRM ID _____

1. INTRODUCTION

1.1 **Overview of Documents.** The terms and conditions governing the Services that AT&T provides to Customer are set forth in this Master Agreement, the following additional documents, and any other documents executed by the parties and referencing this Master Agreement (which documents together with this Master Agreement are called "this Agreement"):

(a) **Pricing Schedules.** A Pricing Schedule (including related attachments) identifies the Services AT&T may provide to Customer, the price (including discounts, if applicable) for each Service, and the term during which such prices are in effect ("Pricing Schedule Term").

(b) **Tariffs and Guidebooks.** "Tariffs" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that AT&T files with regulatory commissions. "Guidebooks" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that were, but no longer are, filed with regulatory commissions. Tariffs and Guidebooks may be found at att.com/servicepublications or other locations AT&T may designate.

(c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to Services provided over or accessing the Internet. The AUP may be found at att.com/aup, or other locations AT&T may designate.

(d) **Service Guides.** The description, pricing, and other terms and conditions for the Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which may be found at att.com/servicepublications or other locations AT&T may designate.

1.2 **Priority of Documents.** The order of priority of the documents that form this Agreement is: Pricing Schedules; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; *provided that,* Tariffs will be first in priority in any jurisdiction where existing law or regulation does not permit contract terms to take precedence over inconsistent tariff terms.

1.3 **Revisions to Documents.** Subject to Section 8.2(c) (Materially Adverse Change), AT&T may revise Tariffs, Guidebooks, Service Guides or the AUP (collectively "Service Publications") at any time.

1.4 **Execution by Affiliates.** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule referencing this Agreement in its own name and such Affiliate contract will be a separate, but associated, contract incorporating the terms of this Master Agreement with respect to that Pricing Schedule. Customer and AT&T will arrange to have their respective Affiliates comply with this Agreement, regardless of whether an Affiliate has signed a Pricing Schedule.

1.5 **Capitalized Terms.** Capitalized terms not otherwise defined in this Agreement are defined in Section 11 (Definitions).

2. AT&T DELIVERABLES

2.1 **Services.** AT&T agrees to either provide or arrange to have an AT&T Affiliate provide Services to Customer in accordance with this Agreement, subject to availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider.

2.2 **AT&T Equipment.** Services may include use of certain equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to AT&T Equipment (other than ordinary wear and tear) except to the extent caused by AT&T or its agents.

2.3 **Software.** Any software used with the Services will be governed by the written terms and conditions applicable to such software. Title to software remains with AT&T or its supplier. Customer must comply with all such terms and conditions and they take precedence over this Agreement as to such software.

3. CUSTOMER'S COOPERATION

3.1 **Access Right.** Customer will in a timely manner allow AT&T to access property and equipment that Customer controls as reasonably required to provide the Services, and Customer will obtain, at Customer's expense, timely access for AT&T to property that Customer does not control (other than public property) as reasonably required to provide the Services.

Access rights include the right to construct, install, repair, maintain, replace and remove access lines and network facilities, as well as to use ancillary equipment space within a building, as necessary for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires to provide the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items reasonably required to perform installation of the Services, and obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

3.2 **Safe Working Environment.** Customer will ensure that the location at which AT&T installs, maintains or provides Services is a suitable and safe working environment, free of Hazardous Materials. "Hazardous Materials" means any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil, or health and safety. AT&T does not handle, remove or dispose of Hazardous Materials, and AT&T has no obligation to perform work at a location that is not a suitable and safe working environment. AT&T will not be liable for any Hazardous Materials.

3.3 **Users.** "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement, and Customer agrees that Customer is responsible for Users' use of any Services, unless expressly provided to the contrary in applicable Service Publications.

3.4 **Internet Services.** If a Service is provided over or accesses the Internet, Customer, Customer's Affiliates, and Users must comply with the AUP.

3.5 **Resale of Services.** Customer may not resell the Services to third parties without AT&T's written consent. Where permitted under applicable law, Customer may resell the Services to Customer's Affiliates without AT&T's consent.

4. PRICING AND BILLING

4.1 **Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term.** Unless a Pricing Schedule states otherwise, the prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term. No promotion, credit or waiver set forth in a Service Publication will apply unless the Pricing Schedule states otherwise. At the end of a Pricing Schedule Term, Customer will have the option to either: (a) cease using the Service (which will require Customer to take all steps required by AT&T to terminate the Service); or (b) continue using the Service under a month-to-month service arrangement. Unless a Pricing Schedule states otherwise, during any month-to-month service arrangement, the prices, terms and conditions in effect on the last day of the Pricing Schedule Term will continue until changed by AT&T on 30 days' prior notice to Customer.

4.2 **Additional Charges and Taxes.** Prices set forth in a Pricing Schedule are exclusive of, and Customer will pay, all current and future taxes (excluding those on AT&T's net income), surcharges, recovery fees, custom clearances, duties, levies, shipping charges, and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides satisfactory proof of a valid tax exemption prior to the delivery of Services. To the extent Customer is required by law to withhold or deduct any applicable taxes from payments due to AT&T, Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty, and Customer will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

4.3 **Billing.** Unless a Pricing Schedule specifies otherwise, Customer's obligation to pay for all Services will begin upon installation and availability of the Services to Customer. AT&T will invoice Customer for the Services on a monthly basis, or otherwise as specified in the Pricing Schedule. Customer will pay AT&T without deduction (except for withholding taxes as provided in Section 4.2 – Additional Charges and Taxes), setoff (except as provided in Section 4.5 – Delayed Billing; Disputed Charges), or delay for any reason. At Customer's request, but subject to AT&T's consent (which may be withheld if there will be operational impediments or tax consequences), Customer's Affiliates may be invoiced separately and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or Customer's Affiliates are not creditworthy.

4.4 **Payments.** Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorney's fees. AT&T may charge late

payment fees (a) for Services contained in a Tariff or Guidebook, at the rate specified therein, or (b) for all other Services, at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law for overdue payments.

4.5 **Delayed Billing; Disputed Charges.** Customer will not be required to pay charges for Services invoiced more than 6 months after close of the billing month in which the charges were incurred, except for automated or live operator assisted calls of any type. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charges and the reason it is disputed within 6 months after the date of the affected invoice or Customer waives the right to dispute the charge (except to the extent applicable law or regulation otherwise requires). Disputed charges may be withheld, but if not paid when due, Customer will incur late payment fees in accordance with Section 4.4 (Payments); however, to the extent AT&T determines the charges Customer disputed and withheld were invoiced in error, late payment fees for such charges will be reversed.

4.6 **MARC.** Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment of MARC-Eligible Charges set forth in a Pricing Schedule that Customer agrees to satisfy during each 12 consecutive month period of the Pricing Schedule Term. At the end of each such 12 month period, if Customer has failed to satisfy the MARC for the preceding 12 month period, Customer will be invoiced a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during the 12 month period, and payment will be due in accordance with Section 4.4 (Payments).

4.7 **Adjustments to MARC.**

(a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or reduction of AT&T's prices, or force majeure events, any of which significantly impairs Customer's ability to meet Customer's MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices or discount available at the reduced MARC level). If the parties reach mutual agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.7 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T written notice and evidence of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges Customer incurs prior to amendment of the affected Pricing Schedule.

(b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may mutually agree to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts, and Customer's attainment thereof.

5. CONFIDENTIAL INFORMATION

5.1 **Confidential Information.** Confidential Information means: (a) information the parties share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement, but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement and any pricing or other proposals.

5.2 **Obligations.** Each party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, which is indefinite): (a) be held in confidence; (b) be used and transmitted between countries only for purposes of using the Services or performing this Agreement (including in the case of AT&T, the ability to utilize Customer's Confidential Information in order to detect fraud, check quality, and to operate, maintain and repair the Services); and (c) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5), or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process).

5.3 **Exceptions.** The restrictions in this Section will not apply to any information that: (a) is independently developed by the receiving party; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

5.4 **Privacy Laws.** Each party is responsible for complying with the privacy laws applicable to its business. If Customer does not want AT&T personnel to comprehend Customer data to which they may have access in performing Services, Customer should encrypt such data so that it will be unintelligible. Until directed otherwise by Customer in writing, if AT&T

designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information (CPNI) to any employee or agent of Customer without a need for further authentication or authorization.

6. DISCLAIMERS AND LIMITATIONS OF LIABILITY

6.1 **Disclaimer of Warranties.** AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER), OR GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING, OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF, OR IMPROPER ACCESS TO, CUSTOMER'S DATA AND CONFIDENTIAL INFORMATION.

6.2 **Limitation of Liability.**

(a) AT&T'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICES, AND NOT CAUSED BY CUSTOMER'S NEGLIGENCE, SHALL IN NO EVENT EXCEED THE APPLICABLE CREDITS SPECIFIED IN A SERVICE PUBLICATION OR PRICING SCHEDULE, OR IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUIVALENT TO THE PROPORTIONATE CHARGE TO CUSTOMER FOR THE PERIOD OF SERVICE DURING WHICH SUCH MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR OR DEFECT IN THE SERVICES OCCURS AND CONTINUES. IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TO AT&T.

(b) SECTION 6.2(a) WILL NOT APPLY TO:

(i) BODILY INJURY, DEATH, OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE;

(ii) BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity), OR SECTION 10.2 (Trademarks);

(iii) SETTLEMENT, DEFENSE OR PAYMENT OBLIGATIONS UNDER SECTION 7 (Third Party Claims); OR

(iv) DAMAGES ARISING FROM AT&T'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(c) NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES, OR INCREASED COST OF OPERATIONS.

6.3 **Disclaimer of Liability.** AT&T WILL NOT BE LIABLE FOR ANY DAMAGES, EXCEPT TO THE EXTENT CAUSED BY AT&T'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT, OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS, OR INTERRUPTIONS (EXCEPT FOR LIABILITY FOR SUCH EXPLICITLY SET FORTH IN THIS AGREEMENT); ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS OR ANY SIMILAR EMERGENCY RESPONSE NUMBER); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS, OR DESTRUCTION OF CUSTOMER'S, ITS AFFILIATE'S, USERS', OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, CONFIDENTIAL INFORMATION, NETWORK, OR SYSTEMS.

6.4 **Application and Survival.** The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise and whether damages were foreseeable, and will apply so as to limit the liability of each party and its Affiliates, and their respective employees, directors, subcontractors, and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

7. THIRD PARTY CLAIMS

7.1 **AT&T's Obligations.** AT&T agrees at its expense to defend or settle any third-party claim against Customer, its Affiliates, and its and their respective employees and directors, and to pay all compensatory Damages that a court may finally award against such parties to the extent the claim alleges that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright, or trade secret, but not in circumstances where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliates or third parties, or combinations of the Service with any services or products not provided by AT&T; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of the Service in violation of this Agreement.

7.2 **Customer's Obligations.** Customer agrees at its expense to defend or settle any third-party claim against AT&T, AT&T's Affiliates, and its and their respective employees, directors, subcontractors, and suppliers, and to pay all compensatory Damages that a court may finally award against such parties to the extent the claim: (a) arises out of Customer's, its Affiliate's, or a User's access to, or use of, the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret, and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliates, or Users of a software license agreement governing software provided in connection with the Services.

7.3 **Infringing Services.** Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the alleged infringing Service so that the Service becomes non-infringing.

7.4 **Notice and Cooperation.** The party seeking defense or settlement of a third party claim under this Section 7 will notify the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced thereby. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense; but the defending party will use counsel reasonably experienced in the subject matter at issue, and will not settle a claim without the consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required where relief on the claim is limited to monetary damages that are paid by the defending party under this Section 7.

8. SUSPENSION AND TERMINATION

8.1 **Termination of Agreement.** This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding, or makes an assignment for the benefit of its creditors.

8.2 **Termination or Suspension of Services.** The following additional termination provisions apply:

(a) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service, and if the activity implicates the entire Agreement, terminate the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer: (i) commits a fraud upon AT&T; (ii) utilizes the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.

(b) **Material Breach.** If either party fails to perform or observe any material term or condition of this Agreement, including non-payment of charges (subject to Section 4.5 – Delayed Billing; Disputed Charges), and such failure continues unremedied for 30 days after receipt of notice, the non-breaching party may terminate the affected Service, and if the breach implicates the entire Agreement, terminate the entire Agreement. If Customer is in breach, AT&T may elect to suspend (and later terminate) the affected Service, and if the breach implicates the entire Agreement, suspend (and later terminate) the entire Agreement.

(c) **Materially Adverse Change.** If AT&T revises a Service Publication and the revision has a materially adverse impact on Customer, and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. However, a revision to a Service Publication will not be considered materially adverse to Customer if it changes prices that are not fixed (stabilized) in a Pricing Schedule, if the price change was mandated by a governmental authority, or if the change affects a charge imposed under Section 4.2 (Additional Charges and Taxes).

(d) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the applicable portion of the Service. AT&T has the right; however, to suspend or terminate the applicable portion of the Service immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines: (a) that it may be exposed to sanctions, liability, prosecution, or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) that such violation may cause harm to or interfere with the integrity or normal operations or security of AT&T's network or networks with which AT&T is interconnected or interfere with another customer's use of AT&T Services or the Internet; or (c) that such violation otherwise presents imminent risk of harm to AT&T or AT&T's customers or their respective employees.

(e) **Infringing Services.** If neither of the options described in Section 7.3 (Infringing Services) are reasonably available, AT&T may terminate the affected Service without liability other than as stated in Section 7.1 (AT&T's Obligations).

(f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site where AT&T is to install, maintain or provide Services, AT&T may terminate the affected Service or Service Component, or suspend performance until Customer removes and remediates Hazardous Materials at Customer's expense in accordance with applicable law.

8.3 **Withdrawal of Services.** Notwithstanding that a Pricing Schedule may commit AT&T to provide a Service to Customer for a Pricing Schedule Term, and unless applicable law or regulation mandates otherwise, AT&T may discontinue providing a Service upon 12 months' notice, or a Service Component upon 120 days' notice, but only where AT&T generally discontinues providing the Service or Service Component to similarly–situated customers.

8.4 **Effect of Termination.**

(a) Termination by either party of a Service does not waive any other rights or remedies a party may have under this Agreement. Termination or suspension of a Service will not affect the rights and obligations of the parties regarding any other Service.

(b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination. If Customer terminates a Service or Service Component prior to the date Customer's obligation to pay for Services begins as provided in Section 4.3 (Billing), Customer will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.

8.5 **Termination Charges.**

(a) If Customer terminates this Agreement or an affected Service or Service Component pursuant to Sections 8.1 (Termination of Agreement), 8.2(b) (Material Breach), or 8.2(c) (Materially Adverse Change); AT&T terminates a Service pursuant to Section 8.2(e) (Infringing Services), or AT&T withdraws a Service pursuant to Section 8.3 (Withdrawal of Services), Customer will not be liable for the termination charges set forth in Section 8.5(b).

(b) If Customer terminates a Service or Service Component other than as set forth in Section 8.5(a), or AT&T terminates an affected Service or Service Component pursuant to Sections 8.1 (Termination of Agreement), or 8.2(a) (Fraud or Abuse), 8.2(b) (Material Breach), 8.2(d) (Internet Services), or 8.2(f) (Hazardous Materials), Customer will pay applicable termination charges as follows: (i) if termination occurs before the end of the Minimum Payment Period, Customer will pay 50% (unless a different percentage is specified in the Pricing Schedule) of the monthly recurring charges for the terminated Service or Service Component multiplied by the months remaining in the Minimum Payment Period, plus any waived or unpaid non-recurring charges identified in the Pricing Schedule (including, but not limited to, any and all charges for failure to satisfy a Minimum Retention Period (MRP)), plus any charges incurred by AT&T from a third party (*e.g.,* not an AT&T Affiliate) due to the termination, all of which will, if applicable, be applied to Customer's MARC-Eligible Charges; and (ii) if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC, after applying amounts received pursuant to (i), for the balance of the Pricing Schedule Term.

(c) The charges set forth in Section 8.5(b)(i) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if (i) the Minimum Payment Period and associated charge for the replacement Service Component are equal to or greater than the Minimum Payment Period and associated charge for the terminated Service Component, and (ii) the upgrade is not restricted in the applicable Service Publication.

9. IMPORT/EXPORT CONTROL

The parties acknowledge that equipment, services, software, and technical information (including technical assistance and training) provided under this Agreement may be subject to import and export laws, conventions or regulations, and any use or transfer of the equipment, products, software, and technical information must be in compliance with all such laws, conventions and regulations. The parties will not use, distribute, transfer, or transmit the equipment, services, software, or technical information (even if incorporated into other products) except in compliance with such laws, conventions and regulations. Customer, not AT&T, is responsible for complying with such laws, conventions and regulations for all information, equipment and software Customer transmits between countries using the Services.

10. MISCELLANEOUS PROVISIONS

10.1 **Publicity.** Neither party may issue any public statements or announcements relating to the terms of this Agreement or the provision of Services without the prior written consent of the other party.

10.2 **Trademarks.** Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks, or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

10.3 **Force Majeure.** Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond such party's reasonable control.

10.4 **Amendments and Waivers.** Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

10.5 **Assignment and Subcontracting.**

(a) This Agreement may not be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). Customer may, without AT&T's consent, but upon notice to AT&T, assign in whole or relevant part, its rights and obligations under this Agreement to an Affiliate, but Customer will remain financially responsible for the performance of such obligations. AT&T may, without Customer's consent, assign in whole or relevant part, its rights and obligations under this Agreement to an Affiliate, or subcontract to an Affiliate or a third party work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations.

(b) In countries where AT&T does not have an Affiliate to provide Service, AT&T may assign its rights and obligations related to a Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

(c) Any assignment other than as permitted by this Section 10.5 is void.

10.6 **Severability.** If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.10 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal, or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

10.7 **Injunctive Relief.** Nothing in this Agreement is intended, or should be construed, to limit a party's right to seek preliminary or permanent injunctive relief from a court of competent jurisdiction for a breach of any provision of this Agreement.

10.8 **Legal Action.** Any legal action arising in connection with this Agreement must be filed within 2 years after the cause of action accrues or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

10.9 **Notices.** All notices required under this Agreement will be delivered in writing to the recipient's contact designated on the cover page of this Master Agreement, or to such other contact as designated in writing from time to time. Notices shall be by internationally recognized overnight courier, certified or registered mail, email, or facsimile and will be effective upon receipt or when delivery is refused, whichever occurs sooner.

10.10 **Governing Law.** This Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

10.11 **Compliance with Laws.** Each party will comply with all applicable laws, regulations, and orders issued by courts or other governmental bodies of competent jurisdiction.

10.12 **No Third Party Beneficiaries.** This Agreement is for the benefit of Customer and AT&T, and does not provide any third party (including Users) the right to enforce or bring an action for any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

10.13 **Survival.** The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations set forth in Section 5 (Confidential Information), Section 6 (Disclaimers and Limitations of Liability), and Section 7 (Third Party Claims), will survive termination or expiration.

10.14 **Agreement Language.** The authentic language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

10.15 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the Services provided under this Agreement. Except as provided in Section 2.3 (Software), this Agreement supersedes all other agreements, proposals, representations, statements or understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

11. DEFINITIONS

The following terms have the meanings set forth below:

"**Affiliate**" of a party means any entity that controls, is controlled by, or is under common control with, such party.

"**Damages**" means collectively all injury, damage, liability, loss, penalty, interest and expense incurred.

"Effective Date" means, for any Pricing Schedule, the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

"**MARC-Eligible Charges**" means, unless the applicable Pricing Schedule indicates otherwise, the recurring and usage charges, after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

"**Minimum Payment Period**" means, in respect to any Service, the minimum period for which Customer is required to pay recurring charges for the Service, as specified in the Pricing Schedules or Service Publication for that Service.

"Minimum Retention Period" means, in respect to any Service, the period of time for which Customer is required to maintain service to avoid the payment of certain credits, waived charges, or unpaid amortized charges, all as specified in the Pricing Schedule or Service Publication for that Service.

"**Service Component**" means an individual component of a Service provided under this Agreement.

"**Site**" means Customer's physical location, including Customer's collocation space on AT&T's, its Affiliate's, or subcontractor's property, where AT&T installs or provides a Service.

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AT&T Managed Internet Service
Pricing Schedule

Customer	**AT&T**	**AT&T Sales Contact** ☐ **Primary Contact**
County of Hidalgo 100 N. Closner Edinburg, TX 78539 USA	AT&T Corp.	EDUARDO RODRIGUEZ 5711 MCPHERSON RD LAREDO, TX 78041 Telephone: 9567215547 Fax: 956-727-6776 Email: er5092@semail.att.com Branch Manager: Tess Goodwin Sales Strata: ABS Sales Sales Region: Southwestern
Customer Contact (for notices)	**AT&T Contact (for notices)**	**AT&T Solution Provider or Representative Information (if applicable)**
Name: Renán Ramirez Title: 100 N. Closner Edinburg , TX 78539 United States Telephone: 9562927010 Fax: Email: renan@co.hidalgo.tx.us Customer Account Number or Master Account Number:	5711 MCPHERSON RD LAREDO, TX 78041 With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com	Name: Company Name: Telephone: Fax: Email: Agent Code:

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

Customer (by its authorized representative)	**AT&T** (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

1. SERVICES

- AT&T Managed Internet Service
- AT&T Private Network Transport (PNT) Service is an option of MIS and can be ordered as an MPLS PNT feature under Tables 30 and 31.
  - AT&T's Acceptable Use Policy is located at http://www.att.com/aup or such other AT&T-designated location.

Service	Service Publication Location
AT&T MIS Service	http://new.serviceguide.att.com/portals/sgportal.portal?_nfpb=true&_pageLabel=mis_page
AT&T Bandwidth Services	http://new.serviceguide.att.com/index.jsp?sg=bws

The rate and the discount for each channel ordered under this Pricing Schedule shall be stabilized as of the date of order for the remaining Term of the Pricing Schedule.

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	Term Start Date
12 Months	Effective Date of this Pricing Schedule

Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

Portion of Monthly Service Fees Applicable to Minimum Payment Period	Service Components	Minimum Payment Period
50%	All Service Components	Until end of Pricing Schedule Term, but not less than 12 months per component

4. RATES (US Mainland, HI and Alaska† only)

† Service in Alaska requires a separate AT&T Addendum for Service in Alaska. The rates stated in this Pricing Schedule apply to Service locations and/or Service Components in Alaska only in the event that a Service Component and/or Service location is not listed in the Addendum for Service in Alaska. In the event of the conflict between this Pricing Schedule and the Addendum for Service in Alaska, the Addendum for Service in Alaska controls.

NOTE 1: MIS w/ Managed Router Option 2 available only as described in the Service Guide.

NOTE 2: If Customer orders the MPLS PNT feature under Section I, Tables 30 and 31 as part of the MIS service, Customer will be billed for PNT transport and uplifts and all applicable taxes will be stated on the Customer's invoice.

NOTE 3: The charges for the Class of Service (CoS) feature set forth in Section I, Table 25 through 27 are waived for Sites at which Customer also maintains AT&T Business Voice over IP (VoIP) Service.

(*) = not available with MPLS PNT
ICB = available only on an Individual Case Basis.
N/A = Not Available

Section I: AT&T Managed Internet Service
Access Bandwidth -

Table 1: Tiered T-1, NxT-1, E-1 And Frame - Flat Rate Billing Option

Access Method	Speed	MIS Monthly Service Fee List Price	MIS w/ Managed Router Monthly Service Fee List Price	MIS w/ Managed Router Option 2 Monthly Service Fee List Price	Discount
N/A	56/64 Kbps	$190	$260	N/A	N/A
T-1	128 Kbps	$225	$295	$285	N/A
T-1	256 Kbps	$280	$350	$340	N/A
T-1	384 Kbps	$335	$405	$395	N/A
T-1	512 Kbps	$390	$460	$450	N/A
T-1	768 Kbps	$410	$480	$470	N/A
T-1 – Frame*	1024 Kbps	$425	$495	$485	N/A
T-1	T-1	$470	$540	$530	N/A
E-1*	E-1	$470	$540	N/A	N/A
2xT-1	3 Mbps	$850	$1,145	N/A	N/A
3xT-1	4.5 Mbps	$1,100	$1,395	N/A	N/A
4xT-1	6 Mbps	$1,250	$1,545	N/A	N/A
5xT-1	7.5 Mbps	$1,480	$2,360	N/A	N/A
6xT-1	9 Mbps	$1,715	$2,595	N/A	N/A
7xT-1	10.5 Mbps	$1,915	$2,795	N/A	N/A
8xT-1	12 Mbps	$2,190	$3,070	N/A	N/A

v.2.3.06

Table 2: – MIS N x 10 Gig Ethernet - Flat Rate Billing Option

Speed	MIS Monthly Service Fee List Price	Discount
2x -10.0 Gbps	$1,500,000	N/A
3x -10.0 Gbps	$2,220,000	N/A
4x -10.0 Gbps	$2,920,000	N/A

v.6.1.09

Table 3: Burstable T-1

Discount: : N/A

Sustained Usage	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee	Undiscounted MIS w/Managed Router Option 2 Monthly Service Fee
up to 128kbps	$270	$340	$330
128.01 - 256 Kbps	$340	$410	$400
256.01 - 384 Kbps	$405	$475	$465
384.01 - 512 Kbps	$470	$540	$530
512.01 Kbps - 1.544 Mbps	$565	$635	$625

v.2.3.06

ATM*	3 Mbps	$850	$1,145	$1,100
ATM*	4 Mbps	$1,075	$1,370	$1,325
ATM*	5 Mbps	$1,125	$1,420	$1,375
ATM*	6 Mbps	$1,250	$1,545	$1,500
ATM*	7 Mbps	$1,415	$2,295	$2,000
ATM*	8 Mbps	$1,565	$2,445	$2,150
ATM*	9 Mbps	$1,715	$2,595	$2,300
ATM*/T-3	10 Mbps	$1,840	$2,720	$2,425
ATM*/T-3	15 Mbps	$2,465	$3,345	$3,050
ATM*/T-3	20 Mbps	$3,090	$3,970	$3,675
ATM*/T-3	25 Mbps	$3,725	$4,605	$4,310
ATM*/T-3	30 Mbps	$4,350	$5,230	$4,935
ATM*/T-3	35 Mbps	$4,990	$5,870	$5,575
ATM*/T-3	40 Mbps	$5,615	$6,495	$6,200
T-3	45 Mbps	$6,250	$7,130	$6,835

v.2.3.06

Table 4: DNS Services

Option	Monthly Service Fee
Additional Primary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	$100 per DNS increment
Additional Secondary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	$100 per DNS increment

v.07.01.04

Table 5: ATM And Tiered T-3

Discount: N/A

Access Method	Speed	MIS Monthly Service Fee List Price	MIS w/Managed Router Monthly Service Fee List Price	MIS w/Managed Router Option 2 Monthly Service Fee List Price
ATM*	2 Mbps	$590	$885	$840

Table 6: Burstable T-3

Discount: N/A

Sustained Usage	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee	Undiscounted MIS w/Managed Router Option 2 Monthly Service Fee
up to 6.0 Mbps	$1,515	$1,810	$1,765
6.01 - 7.5 Mbps	$1,790	$2,670	$2,375
7.51 - 9.0 Mbps	$2,065	$2,945	$2,650
9.01 - 10.5 Mbps	$2,290	$3,170	$2,875
10.51 - 12.0 Mbps	$2,515	$3,395	$3,100
12.01 - 13.5 Mbps	$2,740	$3,620	$3,325
13.51 - 15.0 Mbps	$2,965	$3,845	$3,550
15.01 - 16.5 Mbps	$3,150	$4,030	$3,735
16.51 - 18.0 Mbps	$3,340	$4,220	$3,925
18.01 - 19.5 Mbps	$3,525	$4,405	$4,110
19.51 - 21.0 Mbps	$3,715	$4,595	$4,300
21.01 - 45.0 Mbps	$7,515	$8,395	$8,100

v.2.3.06

Table 7: Flexible Bandwidth Billing Option - Burstable T-3

Discount applied to MIS, MIS w/Managed Router, & MIS w/Managed Router Option 2: N/A			Incremental Usage Fee Discount: N/A	
Tiered Bandwidth Minimum Commitment	MIS Undiscounted Monthly Fee	MIS w/ Managed Router Undiscounted Monthly Fee	MIS w/ Managed Router Option 2 Undiscounted Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
2 Mbps	$590	$885	$840	$355
3 Mbps	$850	$1,145	$1,100	$340
4 Mbps	$1,075	$1,370	$1,325	$325
5 Mbps	$1,125	$1,420	$1,375	$270
6 Mbps	$1,250	$1,545	$1,500	$250
7 Mbps	$1,415	$2,295	$2,000	$245
8 Mbps	$1,565	$2,445	$2,150	$235
9 Mbps	$1,715	$2,595	$2,300	$230
10 Mbps	$1,840	$2,720	$2,425	$225
15 Mbps	$2,465	$3,345	$3,050	$200
20 Mbps	$3,090	$3,970	$3,675	$190
25 Mbps	$3,725	$4,605	$4,310	$180
30 Mbps	$4,350	$5,230	$4,935	$175
35 Mbps	$4,990	$5,870	$5,575	$175
40 Mbps	$5,615	$6,495	$6,200	$170
45 Mbps	$6,250	$7,130	$6,835	N/A

v.2.3.06

Table 8: MIS Access Redundancy Option (MARO) - Burstable T-1 with Shadow Billing Option

Discount: N/A

Sustained Usage	MIS w/Managed Router Undiscounted Monthly Service Fee	MIS w/Managed Router Option 2 Undiscounted Monthly Service Fee
Up to 56 Kbps For MARO Redundant Link Service Only (Shadow Billing)	$170	$160
up to 128kbps	$340	$330
128.01 - 256 Kbps	$410	$400
256.01 - 384 Kbps	$475	$465
384.01 - 512 Kbps	$540	$530
512.01 Kbps - 1.544 Mbps	$635	$625

v.2.20.06

Table 9: MARO Burstable T-3 with Shadow Billing Option

Discount: N/A

Sustained Usage	MIS w/Managed Router Monthly Service Fee	MIS w/Managed Router Option 2 Monthly Service Fee
Up to 56 Kbps For MARO Redundant Link Service Only (Shadow Billing)	$800	$790
up to 6.0 Mbps	$1,810	$1,765
6.01 – 7.5 Mbps	$2,670	$2,375
7.51 – 9.0 Mbps	$2,945	$2,650
9.01 – 10.5 Mbps	$3,170	$2,875
10.51 - 12.0 Mbps	$3,395	$3,100
12.01 - 13.5 Mbps	$3,620	$3,325
13.51 - 15.0 Mbps	$3,845	$3,550
15.01 - 16.5 Mbps	$4,030	$3,735
16.51 - 18.0 Mbps	$4,220	$3,925
18.01 - 19.5 Mbps	$4,405	$4,110
19.51 - 21.0 Mbps	$4,595	$4,300
21.01 - 45.0 Mbps	$8,395	$8,100

v.10.31.05

Table 10: MARO Features - Monthly Service Fees

Option	Monthly Service Fee List Price	Service Component Discount
Alternate Backbone Node Option - additional charges via Private Line, per Service Component	T-1: $500	N/A
	NxT1: $500 per T-1	
	T3: $5,000	
	OC-3 $12,000	
CPE Redundant Configuration Option - Per Service Component	T-1: $120	N/A
	NxT-1: $350	
	T3: $540	
	OC-3: $2,435	
Backbone Node Redundancy Option - additional charges via Private Line, per Redundant Link	$500 per T-1 Redundant Link	N/A
	$5,000 per T-3 Redundant Link	
	$12,000 per OC-3 Redundant Link	
Outbound Load Balancers (2) (Dual Managed Customer Routers)	T1 & NXT1:$350 T3 & OC3: $875	N/A

v.2.3.06

Table 11: MIS and MARO Features - Installation Fees (ICB Only)

Discount: 0.0 %

Option	Undiscounted Installation Fee List Price MIS, MIS w/Managed Router, & MIS w/ Managed Router Option 2
MARO - Outbound Load Balancers (2) (Dual Managed Customer Routers)	$1000

v.2.6.06

Table 12: MIS Tele – Installation

Discount: 100.0 %

MIS Speed	Undiscounted MIS	Undiscounted MIS w/ Managed Router	Undiscounted MIS w/ Managed Router Option 2
56 Kbps	$1,000	$1,000	$1,000
128 Kbps - 1.5 Mbps	$1,000	$1,000	$1,000
NxT-1	$2,500	$2,500	$2,500
Tiered/Full T-3	$5,000	N/A	N/A
Tiered OC-3, OC-12, OC-48	$10,000	N/A	N/A
Ethernet	$1,500	$1,500*	N/A
10 Gig Ethernet	$10,000	$10,000**	$10,000**

*Available for MIS speeds of 100 Mbps and below and with electrical interfaces only.
** Subject to availability
v.10.01.08

Table 13: On-Site Installation

Discount: 0.0 %

MIS Speed	Undiscounted MIS w/ Managed Router Only	Undiscounted MIS w/ Managed Router Option 2 Only
56 Kbps	$999	$999
128 Kbps - 1.5 Mbps	$999	$999
NxT-1	$999	$999
Tiered/Full T-3	$1,000	$1,000
Tiered OC-3, OC-12, OC-48	$10,000	$10,000
Ethernet	$1,500	N/A

v.11.08.08

Table 14: ATM and Tiered OC-3 (ICB Only)*

Discount: N/A

Speed	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee	Undiscounted MIS w/Managed Router Option 2 Monthly Service Fee
2 Mbps	$590	$885	$840
3 Mbps	$850	$1,145	$1,100
4 Mbps	$1,075	$1,370	$1,325
5 Mbps	$1,125	$1,420	$1,375
6 Mbps	$1,250	$1,545	$1,500
7 Mbps	$1,415	$2,295	$2,000
8 Mbps	$1,565	$2,445	$2,150
9 Mbps	$1,715	$2,595	$2,300
10 Mbps	$1,840	$2,720	$2,425
15 Mbps	$2,465	$3,345	$3,050
20 Mbps	$3,090	$3,970	$3,675
25 Mbps	$3,725	$4,605	$4,310
30 Mbps	$4,350	$5,230	$4,935
35 Mbps	$4,990	$5,870	$5,575
40 Mbps	$5,615	$6,495	$6,200
60 Mbps	$7,825	$9,005	$8,450
155 Mbps (not available with ATM)	$17,800	$18,980	$18,425

v.2.3.06

Table 15: Burstable OC-3 (ICB Only)

Discount: N/A

Sustained Usage	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee	Undiscounted MIS w/Managed Router Option 2 Monthly Service Fee
Up to 35.0 Mbps	$5,990	$6,870	$6,575
35.01 to 45.0 Mbps	$7,515	$8,395	$8,100
45.01 to 55.0 Mbps	$8,765	$9,945	$9,390
55.01 to 65.0 Mbps	$10,025	$11,205	$10,650
65.01 to 75.0 Mbps	$11,290	$12,470	$11,915
75.01 to 85.0 Mbps	$12,550	$13,730	$13,175
85.01 to 100.0 Mbps	$14,440	$15,620	$15,065
100.01 to 125.0 Mbps	$17,590	$18,770	$18,215
125.01 to 155.0 Mbps	$21,365	$22,545	$21,990

v.2.3.06

Table 16: Flexible Bandwidth Billing Option - Burstable OC-3 (ICB Only)

Discount applied to MIS, MIS w/Managed Router, & MIS w/ Managed Router Option 2: N/A				Incremental Usage Fee Discount: N/A
Tiered Bandwidth Minimum Commitment	Undiscounted MIS Monthly Fee	Undiscounted MIS with Managed Router Monthly Fee	Undiscounted MIS with Managed Router Option 2 Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
35 Mbps	$4,990	$5,870	$5,575	$175
40 Mbps	$5,615	$6,495	$6,200	$170
45 Mbps	$6,250	$7,130	$6,835	$170
60 Mbps	$7,825	$9,005	$8,450	$160
70 Mbps	$8,875	$10,055	$9,500	$155
80 Mbps	$9,925	$11,105	$10,550	$150
90 Mbps	$10,975	$12,155	$11,600	$150
100 Mbps	$12,025	$13,205	$12,650	$145
120 Mbps	$14,125	$15,305	$14,750	$145
144 Mbps	$16,225	$17,405	$16,850	$140
155 Mbps	$17,800	$18,980	$18,425	N/A

v.2.3.06

Table 17: Tiered OC-12 (ICB Only)

Discount: N/A

Speed	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee
622 Mbps	$50,700	$52,505

v.2.3.06

Table 18: Burstable OC-12 (ICB Only)

Discount: N/A

Speed	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee
Up to 75.0 Mbps	$11,290	$12,470
75.01 to 150.0 Mbps	$18,750	$19,930
150.01 to 225.0 Mbps	$26,215	$27,395
225.01 to 300.0 Mbps	$33,665	$35,470
300.01 to 375.0 Mbps	$40,040	$41,845
375.01 to 450.0 Mbps	$46,415	$48,220
450.01 to 525.0 Mbps	$52,715	$54,520
525.01 to 622.0 Mbps	$60,850	$62,655

v.2.3.06

Table 19: Flexible Bandwidth Billing Option - Burstable OC-12 (ICB Only)

Discount applied to MIS & MIS w/Managed Router: N/A			Incremental Usage Fee Discount: N/A
Tiered Bandwidth Minimum Commitment	Undiscounted MIS Monthly Fee	Undiscounted MIS with Managed Router Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
70 Mbps	$8,875	$10,055	$155
80 Mbps	$9,925	$11,105	$150
90 Mbps	$10,975	$12,155	$150
100 Mbps	$12,025	$13,205	$145
120 Mbps	$14,125	$15,305	$145
144 Mbps	$16,225	$17,405	$140
155 Mbps	$17,800	$18,980	$140
200 Mbps	$20,975	$22,780	$130
250 Mbps	$24,515	$26,320	$120
300 Mbps	$28,050	$29,855	$115
350 Mbps	$31,600	$33,405	$110
400 Mbps	$35,140	$36,945	$110
450 Mbps	$38,675	$40,480	$105
500 Mbps	$42,215	$44,020	$105
550 Mbps	$45,750	$47,555	$100
600 Mbps	$49,290	$51,095	$100
622 Mbps	$50,700	$52,505	N/A

v.2.3.06

Table 20: Tiered OC-48 (ICB Only)

Discount: N/A

Speed	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee
2.5 Gbps	$196,000	$199,055

v.2.3.06

Table 21: Burstable OC-48 (ICB Only)

Discount: N/A

Sustained Usage	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee
Up to 1250 Mbps	$121,500	$124,555
1251 to 1350 Mbps	$130,975	$134,030
1351 to 1450 Mbps	$140,450	$143,505
1451 to 1550 Mbps	$149,925	$152,980
1551 to 1650 Mbps	$159,400	$162,455
1651 to 1750 Mbps	$168,875	$171,930
1751 to 1850 Mbps	$178,350	$181,405
1851 to 1950 Mbps	$187,825	$190,880
1951 to 2050 Mbps	$197,300	$200,355
2051 to 2150 Mbps	$206,775	$209,830
2151 to 2250 Mbps	$216,250	$219,305
2251 to 2350 Mbps	$225,725	$228,780
2351 to 2450 Mbps	$235,200	$238,255

v.2.3.06

Table 22: Flexible Bandwidth Billing Option - Burstable OC-48 (ICB Only)

Discount applied to MIS & MIS w/Managed Router: N/A			Incremental Usage Fee Discount: N/A
Tiered Bandwidth Minimum Commitment	Undiscounted MIS Monthly Fee	Undiscounted MIS with Managed Router Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
600 Mbps	$49,290	$51,095	$100
622 Mbps	$50,700	$52,505	$100
700 Mbps	$56,365	$58,170	$100
800 Mbps	$63,440	$65,245	$100
1250 Mbps	$101,250	$104,305	$100
1550 Mbps	$125,000	$128,055	$100
1850 Mbps	$148,750	$151,805	$100
2150 Mbps	$172,500	$175,555	$100
2450 Mbps	$196,000	$199,055	N/A

v.2.3.06

Table 23: Flexible Bandwidth Billing Option - Ethernet

Discount applied to MIS & MIS w/Managed Router: 40.0 %			Incremental Usage Fee Discount: 40.0 %
Tiered Bandwidth Minimum Commitment	MIS Undiscounted Monthly Fee	MIS with Managed Router Undiscounted Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
0.5 Mbps	$390	$460	$940
1.0 Mbps	$425	$495	$510
1.5 Mbps	$470	$540	$380
2 Mbps	$590	$885	$355
3 Mbps	$850	$1,145	$340
4 Mbps	$1,075	$1,370	$325
5 Mbps	$1,125	$1,420	$270
6 Mbps	$1,250	$1,545	$250
7 Mbps	$1,415	$2,295	$245
8 Mbps	$1,565	$2,445	$235
9 Mbps	$1,715	$2,595	$230
10 Mbps	$1,840	$2,720	$225
15 Mbps	$2,465	$3,345	$200
20 Mbps	$3,090	$3,970	$190
25 Mbps	$3,725	$4,605	$180
30 Mbps	$4,350	$5,230	$175
35 Mbps	$4,990	$5,870	$175
40 Mbps	$5,615	$6,495	$170
45 Mbps	$6,250	$7,130	$170
50 Mbps	$6,770	$7,815	$165
60 Mbps	$7,825	$9,005	$160
70 Mbps	$8,875	$10,055	$155
75 Mbps	$9,410	$10,595	$155
80 Mbps	$9,925	$11,105	$150
90 Mbps	$10,975	$12,155	$150
100 Mbps	$12,025	$13,205	$145
120 Mbps	$14,125	$15,305	$145
144 Mbps	$16,225	$17,405	$140
150 Mbps	$17,065	$18,250	$140
155 Mbps	$17,800	$18,980	$140
200 Mbps	$20,975	$22,780	$130
250 Mbps	$24,515	$26,320	$120
300 Mbps	$28,050	$29,855	$115
350 Mbps	$31,600	$33,405	$110
400 Mbps	$35,140	$36,945	$110
450 Mbps	$38,675	$40,480	$105
500 Mbps	$42,215	$44,020	$105
550 Mbps	$45,750	$47,555	$100
600 Mbps	$49,290	$51,095	$100
622 Mbps	$50,700	$52,505	$100
700 Mbps	$56,365	$58,170	$100
800 Mbps (ICB)	$63,440	$65,245	$100
900 Mbps (ICB)	$70,875	$73,930	$100
1000 Mbps (ICB)	$78,250	$81,305	N/A

v.10.01.08

Table 24: Flexible Bandwidth Billing Option – MIS 10 Gig Ethernet

Discount applied to MIS: N/A		Incremental Usage Fee Discount: N/A
Tiered Bandwidth Minimum Commitment	MIS Undiscounted Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
.5 Gbps	$42,215	$84.43
1.0 Gbps	$78,250	$78.25
1.5 Gbps	$119,625	$79.75
2.0 Gbps	$161,000	$80.50
2.5 Gbps	$196,000	$80.25
3.0 Gbps	$240,000	$80.00
3.5 Gbps	$279,125	$79.75
4.0 Gbps	$318,000	$79.50
4.5 Gbps	$356,625	$79.25
5.0 Gbps	$390,000	$78.00
5.5 Gbps	$433,125	$78.75
6.0 Gbps	$471,000	$78.50
6.5 Gbps	$508,625	$78.25
7.0 Gbps	$539,000	$77.00
7.5 Gbps	$583,125	$77.75
8.0 Gbps	$620,000	$77.50
8.5 Gbps	$656,625	$77.25
9.0 Gbps	$684,000	$76.00
9.5 Gbps	$719,625	$75.75
10.0 Gbps	$755,000	$75.50

v.10.01.08

Table 25: Class Of Service Option - Tiered T-1, T-3 and Burstable Service - Monthly Service Fees

Discount: N/A

Speed	Class of Service Monthly Fee – List Price (w/ or w/out Managed Router, including Managed Router Option 2, except as indicated)
56 Kbps†	$225
128 Kbps†	$225
256 Kbps†	$225
384 Kbps†	$225
512 Kbps†	$225
768 Kbps	$225
1024 Kbps*	$225
1.5 Mbps	$225
2xT-1 (3 Mbps)	$225
3xT-1 (4.5 Mbps)	$225
4xT-1 (6 Mbps)	$225
5xT-1 (7.5 Mbps)	$225
6xT-1 (9 Mbps)	$225
7xT-1 (10.5 Mbps)	$225
8xT-1 (12 Mbps)	$225

10 Mbps	$825
15 Mbps	$1,075
20 Mbps	$1,325
25 Mbps	$1,575
30 Mbps	$1,825
35 Mbps	$2,100
40 Mbps	$2,350
45 Mbps	$2,750
155 Mbps‡	$2,750

(†) no real-time class available
(‡) unmanaged only
v.6.1.06

Table 26: Class Of Service Option - Flexible Bandwidth Billing Option - Monthly Service Fees
Discount: N/A

Speed	Undiscounted MIS w/ or w/out Managed Router including Managed Router Option 2 Monthly Service Fee *
Up to 1.5 Mbps	$225
2.0 Mbps	$285
2.01 - 3.0 Mbps	$360
3.01 - 4.0 Mbps	$435
4.01 - 5.0 Mbps	$510
5.01 - 6.0 Mbps	$575
6.01 - 7.0 Mbps	$640
7.01 - 8.0 Mbps	$705
8.01 - 9.0 Mbps	$765
9.01 to 10.0 Mbps	$825
10.01 to 15.0 Mbps	$1,075
15.01 - 20.0 Mbps	$1,325
20.01 - 25.0 Mbps	$1,575
25.01 - 30.0 Mbps	$1,825
30.01 - 35.0 Mbps	$2,100
35.01 - 40.0 Mbps	$2,350
40.01 - 45.0 Mbps	$2,750
45.01 – 155 Mbps	$5,000
200 - 250 Mbps	$5,400
300 - 350 Mbps	$5,800
400 - 600 Mbps	$6,200
622 Mbps	$7,000
700 – 1000 Mbps	$7,800
1.5 Gbps	$7,900
2.0 Gbps	$8,000
2.5 Gbps	$8,100
3.0 Gbps	$8,200
3.5 Gbps	$8,300
4.0 Gbps	$8,400
4.5 Gbps	$8,500
5.0 Gbps	$8,600
5.5 Gbps	$8,700
6.0 Gbps	$8,800
6.5 Gbps	$8,900
7.0 Gbps	$9,000
7.5 Gbps	$9,100
8.0 Gbps	$9,200
8.5 Gbps	$9,300
9.0 Gbps	$9,400
9.5 Gbps	$9,500
10.0 Gbps	$9,600

*Subject to availability
v.10.01.08

Table 27: Class Of Service Option - Installation Fees

Discount: N/A

Class of Service Undiscounted Installation Fee	$1,000

v.2.3.06

Table 28: MIS+NCS Option (ICB Only)

Discount: N/A

Feature	Undiscounted Monthly Service Fee MIS Only
MIS + NCS Site License Fee (3 yr)	$1,200
MIS + NCS Site License Fee (5 yr)	$1,050
MIS + NCS Tier 1 Support	$100

v.04.29.02

Table 29: MIS + NCS Installation Fees (ICB Only)
Discount: 0.0 %

Feature	Undiscounted Installation Fee List Price MIS
MIS + NCS Site Preparation Fee	$2,500

v.2.3.06

Table 30: MPLS PNT Feature

Discount:N/A

Access Method	Speed	Undiscounted Monthly Service Fee MIS, MIS w/Managed Router, and MIS w/ Managed Router Option 2
Private Line Fractional T-1 (56K – 768K)**	Fractional T-1 (56K – 768K)**	$200
Private Line NxT-1 (2 through 8)	Private Line NxT-1 (3 Mbps – 12 Mbps)	$200
Private Line T1	T-1 (1.54 Mbps)	$200
Private Line T3	2 Mbps (Hi-Cap Flex T3)	$1,000
Private Line T3	3 Mbps (Hi-Cap Flex T3)	$1,000
Private Line T3	4 Mbps (Hi-Cap Flex T3)	$1,000
Private Line T3	5 Mbps (Hi-Cap Flex T3)	$1,000
Private Line T3	6 Mbps (Hi-Cap Flex T3)	$1,000
Private Line T3	7 Mbps (Hi-Cap Flex T3)	$1,000
Private Line T3	8 Mbps (Hi-Cap Flex T3)	$1,000
Private Line T3	9 Mbps (Hi-Cap Flex T3)	$1,000
Private Line T3	10 Mbps (Hi-Cap Flex T3)	$1,000
Private Line T3	15 Mbps (Hi Cap Flex T3 or Fractional T3)	$1,000
Private Line T3	20 Mbps (Hi-cap Flex T3, or Fractional T3)	$2,000
Private Line T3	25 Mbps(Hi-cap Flex T3, or Fractional T3)	$2,000
Private Line T3	30 Mbps (Hi-cap Flex T3, or Fractional T3)	$2,000
Private Line T3	35 Mbps (Hi-cap Flex T3, or Fractional T3)	$2,000
Private Line T3	40 Mbps (Hi-cap Flex T3, or Fractional T3)	$2,000
Private Line T3	45 Mbps (Full T3)	$2,000
Private Line T3	6-45 Mbps (Burstable T3)	$2,000
Private Line OC3	OC-3 (35-155 Mbps) Flat rate, Burstable, or Hi-Cap flex	$5,000
Private Line OC12	OC-12 (70-622 Mbps) Flat rate, Hi-Cap Flex, or Burstable	$10,000
Private Line OC48	OC-48 (600-2500 Mbps) Flat rate, Hi-Cap Flex or Burstable	$20,000
Ethernet	512Kbps - 1.5 Mbps	$200
Ethernet	2 - 15 Mbps	$1,000
Ethernet	15.01 – 45 Mbps	$2,000
Ethernet	45.01 - 155 Mbps	$5,000
Ethernet	155.01 - 622 Mbps	$10,000
Ethernet	622.01 - 1000 Mbps	$20,000

** (1024K not available with MPLS PNT)
v.10.12.07

Table 31: MPLS PNT UniLink Feature

Discount: N/A

Access Method	Speed	Undiscounted Monthly Service Fee MIS PNT and MIS PNT with Managed Router
Private Line T-1	T-1 (1.54 Mbps) Burstable T1	$200
Private Line T-3	2- 45 Mbps (Flat Rate, Hi-Cap Flex or Burstable T3)	$2,000
Private Line OC-3	OC-3 (35-155 Mbps) Flat rate, Burstable, or Hi-Cap flex	$5,000
Private Line OC-12	OC-12 (70-622 Mbps) Flat rate, Hi-Cap Flex, or Burstable	$10,000
Private Line OC-48	OC-48	$20,000
Ethernet	512 Kbps – 1.5 Mbps	$200
Ethernet	2 - 45 Mbps	$2,000
Ethernet	45.01-155 Mbps	$5,000
Ethernet	155.01-622 Mbps	$10,000
Ethernet	622.01-1000 Mbps	$20,000

v.10.12.07

Table 32: MultiCast Monthly Service Fee

N/A

MultiCast Monthly Service Fee	ICB

Table 33: MultiCast Installation

N/A

MultiCast Installation Fee	ICB

Section II: AT&T Business in a Box℠

Table 1: Service Component Replacement – Next Business Day Shipped (5x8) Monthly Charges

Discount: N/A

Service Component/Device	Undiscounted Monthly Service Charge
Base Unit 12 Port	$50
Base Unit 24 Port	$70
8 Port POE Add-On	$30
24 Port POE Add-On	$75
8 Port Analog Module Add-On	$35

v.5.14.09

Table 2: On-Site Maintenance (24X7X4) Monthly Charges

Discount: N/A

Option	Undiscounted Monthly Service Charge
Base Unit 12 Port	$75
Base Unit 24 Port	$95
8 Port POE Add-On	$35
24 Port POE Add-On	$85
8 Port Analog Module Add-On	$40

v.5.14.09

Table 3: Life-Cycle Management Charges - Service Charges

Discount: N/A

Per Site / Per Occurrence during Standard Business Hours (Monday- Friday, 8:00 am- 5:00 pm, local time)	Undiscounted Service Charge List Price
Move, Addition, Change to Service	$260
Delete Service	$500

v. 5.14.09

Table 4: Class Of Service Option - when ordered with AT&T BVoIP Services only

Discount: 100%

Class of Service Monthly Service Fee	$225

v.1.9.09

Section III: Additional Service Fees

Moving Fee (during hours)	$1,000 per location
Additional Moving Fee (outside standard operating hours – 8:00 a.m. to 5:00 p.m. Monday through Friday)	Additional $500 per location

v.07/01/04

Section IV: Local Access Pricing

NPA/ NXX	Location	Access Bandwidth	Local Access Non-Recurring Charge	Local Access Net Monthly Recurring Charge
956-316	Edinburg, TX	Ethernet 10Mbps	$ 1630.00	$ 954.56



AT&T CUSTOMER SITE PREPARATION REQUIREMENTS OPT-E-MAN® & CSME INSTALLATION

AT&T strives to provide a smooth and successful installation experience for our customers. We will do all that we can to ensure the project is completed on time and exceeds our Customer's expectations. Experience shows that Customer Site Preparation issues are a frequent cause of major installation delays. The important requirements detailed in this document need to be completed according to project schedule to avoid the risk that the project will be delayed. Close coordination and effective communication between the Customer and AT&T will be critical to ensuring the OPT-E-MAN / CSME service will be available when needed.

Note: Additional requirements pertaining to Layer 2 / Layer 3 data formatting and customer equipment configurations are provided in the document:
OPT-E-MAN / CSME Customer Data Format Requirements

The following is a high-level check list of the requirements in this document. Project team should use this checklist to ensure steps are completed on time.

Customer Name: County of Hidalgo		
Site 1 Address: 100 N. Closner Blvd., Edinburg, TX. 78539		
Site 1 Contact: Renán Ramirez	**Contact Phone: 956-292-7010**	
Requirement	**Scheduled Complete**	**Actual Complete**
1) Room Location Approved (meets environment, accessibility and security requirements)		
2) Conduit/Path from property line to equipment location available		
3) Adequate space (wall mount or 19" / 23" rack) identified		
4) If rack mounted, confirm rack is acceptable.		
5) Power requirements: normally one dedicated fused/breaker, 15 amps, properly grounded, 3 prong 110V AC outlet located within 6' of the NTE		
6) Proper grounding arrangement available		
7) Cable supporting structure (cable rack or metallic EMT conduit)		
8) Contacts and restrictions		

Site 2 Address:		
Site 2 Contact:	**Contact Phone:**	
Requirement	**Scheduled Complete**	**Actual Complete**
1) Room Location Approved (meets environment, accessibility and security requirements)		
2) Conduit/Path from property line to equipment location available		
3) Adequate space (19" / 23" rack or wall mount) identified		
4) If rack mounted, confirm rack is acceptable.		
5) Power requirements: normally one dedicated fused/breaker, 15 amps, properly grounded, 3 prong 110V AC outlet located within 6' of the NTE		
6) Proper grounding arrangement available		
7) Cable supporting structure (cable rack or metallic EMT conduit)		
8) Contacts and restrictions		

Note: *If project includes more than 2 sites, use additional sheet found at end of document.*

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AT&T CUSTOMER SITE PREPARATION REQUIREMENTS
OPT-E-MAN® & CSME INSTALLATION
DETAILED GUIDELINES

Section 1) Room Selection:

OPT-E-MAN will be terminated at the existing Demarcation Point (DP) which marks the endpoint of the AT&T service via a Network Interface Device (NID). If none exists, or if the existing DP is not suitable to Optical Network Terminating Equipment (NTE), a new optical DP will be established for the property in conjunction with AT&T Engineering and applicable regulations pertaining to "Minimum Point of Entry" (MPOE), which is the place where AT&T Telco services are first terminated within the property. For OPT-E-MAN, the NID will be an RJ-45 for 10/100 Mbps connections or a fiber patch panel for 1Gbps connections. The NID will be installed at the established optical Demarcation Point (DP) at the customer's premises.

> **New construction only:** If the equipment is being placed during a period of new or scheduled construction, the AT&T engineer will determine if the location is suitable during the initial site inspection. Following completion of construction and prior to placement of the NTE, a final inspection will be required to confirm site readiness.

Section 2) Conduit / Path from Property Line to Demarcation Point:

Optical Services are normally connected from the property line to the building's "Minimum Point of Entry" (MPOE) via an underground conduit facility. All conduits on the building's property are "subscriber conduit" and are the responsibility of the property owner to maintain and repair. Site installation work cannot begin until space within an acceptable conduit has been established between the property line and the DP. AT&T shall place inner duct/fiber liner within this section.

If the Optical Dmarc is not within the MPOE, the customer is responsible for providing the path between the MPOE and the proposed location. The conduit shall be a minimum 2" EMT type with a hard plastic corrugated inner duct with pull rope through which the fiber will be placed. The size of the conduit will be dependent on the future growth of the customer. Paths longer than 300' or with two or more 90 degree turns will require a pull box (12"x12"X18" minimum).

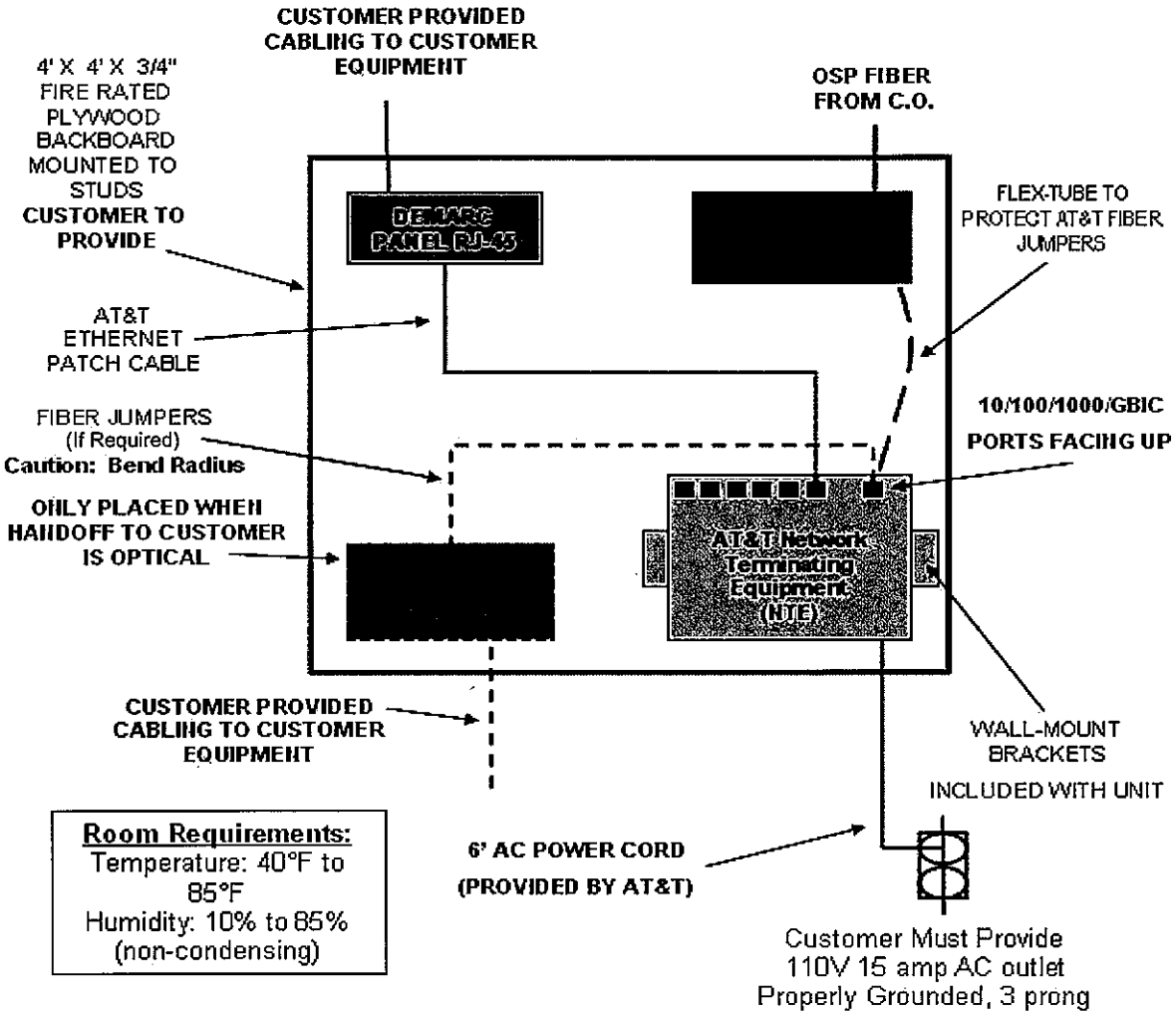
Section 3) Space Requirements:

OPT-E-MAN / CSME services include AT&T owned and operated Network Terminal Equipment (NTE) located at the customer dmarc location. Adequate space, power and environment conditions must be provided by the Customer.

The preferred method of installing the NTE is to mount the unit on a customer provided plywood backboard as depicted in the following "Wall Mount Diagram".

Wall Mount Diagram:

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AT&T recommends the wall mount option as the optimal deployment method, saving space in the customer's premises. If a Wall Mount deployment is planned, skip to Section 5.

Section 4) Rack Information and Options:

Wall mounted installation is recommended based on the small size of OPT-E-MAN NTE. If the customer prefers the equipment to be floor rack mounted, the first preference is to use a customer provided rack. The customer rack must be of suitable strength and quality for the site earthquake risk factor and able to support the intended equipment weight and must be installed in a method that meets minimum standards for secure operation. Where necessary, AT&T can provide a rack for mounting the OPT-E-MAN / CSME NTE. The choice for equipment placement should be decided before the order is placed and will be subject to confirmation following a site visit by an authorized AT&T engineer.

If a rack is deemed appropriate the local engineer will review the customer proposed rack arrangement with the customer to ensure the requirements below will be met.

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If this project will use the wall mount method or will require a standard AT&T provided rack dedicated to OPT-E-MAN equipment, you do not need to read further in this section, skip to Section 5.

OPT-E-MAN & CSME NTE Sharing Rack with Equipment

AT&T supports the needs of our customers to maximize their floor / rack space. In cases where the customer requests to deploy equipment for different types of AT&T services within the same rack, or requests the OPT-E-MAN NTE to be deployed in a customer provided rack that contains other customer or provider's equipment, the following caveats shall apply:

Rack quality / installation:

Local engineer (with customer concurrence) confirms:

- *a minimum of 36" space is available in the front and rear of the rack, as per building code requirements*
- *the rack is securely mounted and braced by bolting to the building floor (Raised access floor panel is not building floor)The rack is secured to adjacent frames in lineup to prevent impact between frames.*
- *the rack meets minimum standards for quality and is sufficient to bear the expected weight of the equipment, including (if necessary) bracing shelves*
- *Equipment should be placed in the lower half of the frame with heaviest equipment at the lowest location*
- *If the rack is aluminum constructed, stiffening plates made up of a 12" minimum tall aluminum blank plate secured to the frame uprights should be provided to strengthen the customer's frame; the stiffening plate should be located mid-height of the frame*
- *19" rack shall have upright opening minimum 17.80 inches to allow 19" EIA width equipment to be mounted in rack*
- *Rack shall be positively connected to common ground of all network equipment in building using at minimum #6 conductor and lug to rack*
- *Mounting hardware such as nut inserts for frame uprights, if required, to be provided by customer*
- *1 RU of spacing must be provided above and below the ME3400*

Equipment / Power Compatibility:

Local engineer (with customer concurrence) confirms:

- *Power supply for each device is adequate and not in conflict*
- *If the NTE is AC powered, the cord must be physically separated from all signal cabling in the relay rack*
- *Selected rack configuration shall anticipate future growth for OPT-E-MAN or other services and equipment (if any) installed in the rack; if subsequent work is required to modify the rack arrangement due to customer controlled circumstances, additional charges will apply.*
- This option can be used for both AC and DC models of OPT-E-MAN NTE, when the DC power source is customer provided. Requests to install an OPT-E-MAN NTE DC powered shelf into an existing AT&T owned rack of equipment with an AC powered rectifier shelf and battery back-up shall be subject to AT&T 22-state review on a case-by-case basis.

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Section 5) Power Requirements:

OPT-E-MAN / CSME uses AC powered NTE which requires one dedicated fused/breaker, 15 amps, 110V AC outlet. This outlet shall be properly grounded (Section 6) with 3 prongs. This receptacle has to be located within 6' of the AT&T NTE equipment.

Section 6) Grounding Requirements:

Relay racks/cabinets must be grounded by placing an exposed #6 or larger grounding wire to the building's ground source. This ground wire will be attached to the closest ground rod (earth ground) or building bus bar available and run to the OPT-E-MAN / CSME location in the room. In addition, the 110V, 15 amps AC outlet must be 3 prong and properly grounded.

Section 7) Cable Supporting Structure:

The customer must provide a cable supporting structure that meets the National Electric Code Standards and may be either a cable rack or a metallic EMT conduit.

Section 8) Contacts & Restrictions:

Customer shall provide the following information at start of project:

1. Contact name and telephone number at building where install is scheduled.
2. Building access information such as parking, unloading zones, elevators and route to work area.
3. Any noise or time restrictions.
4. Any asbestos or hazardous materials present in work area.

The customer shall provide a safe work environment and shall ensure that all customer requirements have been met or will be completed by agreed upon date. Customer will be prepared and have appropriate staff designated to test and accept service on due dates.

Note: Additional requirements pertaining to Layer 2 / Layer 3 data formatting and customer equipment configurations are provided in the document:
OPT-E-MAN / CSME Customer Data Format Requirements

Customers and AT&T Representatives Please Note:

AT&T and Customer are equally interested in a smooth and on-time installation experience. AT&T will negotiate a project schedule with customer to enable service completion as close to customer desired date as possible. HOWEVER, any changes to plans or any delays associated with Site Preparation can have a corresponding impact to service delivery date. For example, if there is a two week delay in making conduit available, there will be at least a two week delay in the overall installation date for that site. The actual delay could be greater than 2 weeks depending on lead time associated with scheduling work.

Prompt and clear communication between AT&T and Customer personnel has been cited by satisfied customers as the key to successful implementation.

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Use this sheet for projects with more than 2 sites; assign a site number to each site

Customer Name:		
Site # ___ Address:		
Site # ___ Contact:	**Contact Phone:**	
Requirement	**Scheduled Complete**	**Actual Complete**
1) Room Location Approved (meets environment, accessibility and security requirements)		
2) Conduit/Path from property line to equipment location available		
3) Adequate space (19" / 23" rack or wall mount) identified		
4) If rack mounted, confirm rack is acceptable.	sdfsdf	
5) Power requirements: normally one dedicated fused/breaker, 15 amps, properly grounded, 3 prong 110V AC outlet located within 6' of the NTE		
6) Proper grounding arrangement available		
7) Cable supporting structure (cable rack or metallic EMT conduit)		
8) Contacts and restrictions		

Site # ___ Address:		
Site # ___ Contact:	**Contact Phone:**	
Requirement	**Scheduled Complete**	**Actual Complete**
1) Room Location Approved (meets environment, accessibility and security requirements)		
2) Conduit/Path from property line to equipment location available		
3) Adequate space (19" / 23" rack or wall mount) identified		
4) If rack mounted, confirm rack is acceptable.		
5) Power requirements: normally one dedicated fused/breaker, 15 amps, properly grounded, 3 prong 110V AC outlet located within 6' of the NTE		
6) Proper grounding arrangement available		
7) Cable supporting structure (cable rack or metallic EMT conduit)		
8) Contacts and restrictions		

Site # ___ Address:		
Site # ___ Contact:	**Contact Phone:**	
Requirement	**Scheduled Complete**	**Actual Complete**
1) Room Location Approved (meets environment, accessibility and security requirements)		
2) Conduit/Path from property line to equipment location available		
3) Adequate space (19" / 23" rack or wall mount) identified		
4) If rack mounted, confirm rack is acceptable.		
5) Power requirements: normally one dedicated fused/breaker, 15 amps, properly grounded, 3 prong 110V AC outlet located within 6' of the NTE		
6) Proper grounding arrangement available		
7) Cable supporting structure (cable rack or metallic EMT conduit)		
8) Contacts and restrictions		

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AI-26369 **7.E.**

BCAP - Precinct No.1 - Round III Invoice No.2010154 TEDSI Infrastructure Group Consulting Engineers

CC CONSENT

Date:	05/03/2011
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department

Information

CAPTION

Approval of payment for Invoice No. 2010154 in the amount of $947.07 (3rd Call, various projects) as submitted by project engineer TEDSI Infrastructure Group.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1312-431-00-121-XXX-X-334

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

BUDGETARY IMPACT:

P.O.# 615985 for TEDSI Infrastructure Group, Inc. in relation to various Round III Colonia projects.

Amount available as of 4-27-11 is as follows:
program #148, Chapa North $514.66
program #149, Chapa South $456.60
program #319, High Point S/D $726.79
pogram #896, McKee #1 $993.32

Please refer to attached WA #1 "Schedule of Values" for the current amount earned, which equals to the invoice amount of $947.07.

Attachments

Link: Invoice No.2010154 Round III TEDSI Infrastructure Group

Link: BCAP letter dated 4-21-11

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	04/20/2011 04:28 PM	APRV
2	Purchasing Department	Marty Salazar	04/20/2011 05:04 PM	APRV
3	Budget & Management	Dina Trevino	04/21/2011 09:55 AM	APRV
4	Ivan Cantu	Ivan Cantu	04/27/2011 03:26 PM	APRV
5	Auditor's Office	Linda Fong	04/28/2011 04:36 PM	APRV

Form Started By: Marcie Jackson

Started On: 04/20/2011 03:59 PM

Final Approval Date: 04/28/2011

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI

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

INVOICE

Hidalgo County Precinct No. 1
Mr. John Paul Lugo
1902 Joe Stephens Ave.
Weslaco, Texas 78570

Invoice Date: May 20, 2010
TEDSI Invoice No.: 2010154
TEDSI Project No.: 2009-1027-01
Invoice Period: February 1, 2010 thru April 30, 2010

Hidalgo County Border Colonias Access Program Round III (HC BCAP III)

Purchase Order No. 615985
Agreement #C-CAP-08-028-10-28

Contract Amount	Contract Amount Remaining
$189,413.50	**$18,988.70**

Task	Fee	% Complete This Period	% Complete To Date	Amount This Period	Amount To Date
Preliminary Engineering (PER)	$40,236.08	0%	100%	$0.00	$40,236.08
Design Field Survey (DFS)	$45,000.00	0%	100%	$0.00	$45,000.00
Plans, Specs & Estimates (PSE)	$85,236.07	0%	97.5%	$0.00	$83,105.17
Const. Mngt. (CM)	$18,941.35	5%	11%	$947.07	$2,083.55
Subtotal	$189,413.50			$947.07	$170,424.80

4.20.2011

TOTAL FEE EARNED:	$170,424.80
LESS PREVIOUSLY INVOICED:	$169,477.73
TOTAL AMOUNT DUE THIS INVOICE:	$947.07

REQ# 147098 P.O.# 615985
1-1312-431-00-121-XXX-X-334→$947.07

Jose A. Sanchez, P.E.
Project Manager

INVOICE RECEIVED BY: ON 5/26/10
GOODS/SERVICES RECEIVED BY: ON 5/26/10

TEDSI Infrastructure Group
Border Colonia Access Program - Round III

Work Authorization Number 1
Schedule of Values - February 1, 2010 thru April 30, 2010
TEDSI Invoice No. 2010154

CSJ	Colonia	Street Name	Engineering Fee	Preliminary Engineering & Design Phase 90%	Construction Engineering Construction Phase 10%	Total This Invoice	Previous Payment	Current Amount Earned	Percentage Complete	Engineering Fee Available Balance
3C1080855	Ash Country	Ceniza St	$ 10,430.01	$9,178.23	$0.00	$9,178.23	$ 9,178.23	$0.00	88.00%	$ 1,251.78
3C1080063	Balli Estates	Cynthia Ave	$ 42,960.23	$38,659.14	$0.00	$38,659.14	$ 38,659.14	$0.00	90.00%	$ 4,301.09
		E Balli								
		Minnie Ave								
		N Balli								
		W Balli								
		Sandra Ave								
		Thelma Ave								
3C1080148	Chapa North	North Road	$ 6,866.64	$6,180.31	$354.78	$6,535.09	$ 6,351.98	$183.11	95.20%	$ 331.55
3C1080149	Chapa South	South Road	$ 6,074.64	$5,466.17	$313.86	$5,780.03	$ 5,618.04	$161.99	95.20%	$ 294.61
3C1080185	Whalen- Engleman 2	Church Rd	$ 9,991.52	$8,777.20	$0.00	$8,777.20	$ 8,777.20	$0.00	87.80%	$ 1,214.32
3C1080215	De Anda	Pedro St	$ 5,147.76	$4,519.80	$0.00	$4,519.80	$ 4,519.80	$0.00	87.80%	$ 627.96
		David St								
3C1080319	High Point	North Lane	$ 9,702.00	$8,732.66	$501.27	$9,233.93	$ 8,975.21	$258.72	95.20%	$ 468.07
		South Lane								
3C1080387	La Mesa	Sierra Dr	$ 16,810.69	$14,782.57	$0.00	$14,782.57	$ 14,782.57	$0.00	87.90%	$ 2,028.12
		Montana Dr								
		Mesquite Dr								
3C1080896	McKee 1	Waller Wagers	$ 9,837.08	$8,843.76	$343.25	$9,187.01	$ 8,843.76	$343.25	93.40%	$ 650.07
3C1080461	Mid Valley Estates	Carol St	$ 18,801.76	$16,528.50	$0.00	$16,528.50	$ 16,528.50	$0.00	87.90%	$ 2,273.26
		Evelyn St								
		Lucille St								
		Alma St								
3C1080687	S Palm Garden Estates 1	Palm Parkway St	$ 4,704.16	$4,235.43	$311.49	$4,546.92	$ 4,546.92	$0.00	96.70%	$ 157.24
		Kalanchoe St								
3C1080688	S Palm Garden Estates 2	Palm Parkway St	$ 3,891.04	$3,500.52	$258.90	$3,759.42	$ 3,759.42	$0.00	96.60%	$ 131.62
		Jade St								
3C1080790	Village Grove 2	Clark St	$ 3,379.10	$3,041.15	$0.00	$3,041.15	$ 3,041.15	$0.00	90.00%	$ 337.95
3C1080804	Wes Mer	Jose E. Pulido St	$ 7,179.31	$6,308.08	$0.00	$6,308.08	$ 6,308.08	$0.00	87.90%	$ 871.23
3C1080220	Delta West	Esperanza St	$ 28,466.19	$25,051.06	$0.00	$25,051.06	$ 25,051.06	$0.00	88.00%	$ 3,415.13
		Portillo St								
		Cenizo St								
		Janine St								
3C1080228	Diaz St	Diaz St	$ 5,171.37	$4,536.67	$0.00	$4,536.67	$ 4,536.67	$0.00	87.70%	$ 634.70
			$ 189,413.50	$ 168,341.25	$ 2,083.55	$170,424.80	$ 169,477.73	$947.07		$ 18,988.70

Project Completion

Anticipated Completion Date: December 31, 2010
Extension: _____
Date Extension was approved in Court: _____

Project Engineer: TEDSI Infrastructure Group
Name (Print): Jose A. Sanchez

Signature: _____
Date: May 20, 2010

Colonia Access Program Director: _____
Date: 04/20/2011

ENGINEERING SUPPLEMENTAL INVOICE SUMMARY

PRECINCT NUMBER: 1

WORK AUTHORIZATION NUMBER: 1

Schedule of Values - February 1, 2010 thru April 30, 2010
TEDSI Invoice No. 2010154

CSJ Number (Project #)	Project (Colonia & Street)	Maximum Approved Engineering Fee (By Work Authorization	Preliminary (902) Engineering 90% (Preliminary & Design Phase)	Construction (903) Engineering 10% Construction Phases	Total This Invoice	Cumulative Amount Billed to Date (Including This Invoice)	Percentage Complete	Engineering Fee Available Balance
SEE ATTACHED INVOICE & SPREADSHEET								
	TOTAL (Or subtotal if more than one page used)	$189,413.50	$170,472.15	$18,941.35	$947.07	$170,424.80	89.9750%	$18,988.70

Project Completion

Anticipated Completion Date: December 31, 2010
Extensions:
Date Extension was approved in Court:

Project Engineer

Name (Print) TEDSI INFRASTRUCTURE GROUP

Signature _____ Date May 20, 2010

Colonia Access Program Director _____ Date 4/20/2011

Agapito Vargas, Jr.
Executive Director

COLONIA ACCESS PROGRAM
County of Hidalgo

April 21, 2011

Mr. Raul Silguero,

I am requesting approval for Agenda Item No.26369 5/3/11 TEDSI Infrastructure Group. Invoice was first submitted on May 26, 2010 but was returned with a discrepancy. After several conversations with vendor (via email) it was concluded invoice would not be processed for payment due to projects not completed.

On April 18, 2011 invoice was brought up in discussion (via email) and vendor requested a meeting on April 20, 2011. After a thorough review of contract it was agreed and concluded by both parties discrepancy should not have been issued. Upon contract review, invoice with break down is correct and should be processed.

Should you have any questions, please call me at (956) 787-1891.

Respectfully,

Agapito Vargas Jr. Executive Director
Border Colonia Access Program

Office: (956) 787-1891 • Fax: (956) 787-4683
301 E. State • Pharr, Texas 78577