AI-28372 **6. B.**

CC REGULAR

Meeting Date: 09/06/2011

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval to advertise/hire positions for the following:

Department	Position Title	No. of Positions
Fire Marshal	Clerk III	1
Elections Administration	Data Entry Clerk I (temporary)	6
District Attorney	Clerk II	1
	Assistant D.A. II	1

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

Requisitions

Additional Requistions

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/01/2011 08:02 AM
Sylvia Solis	Sylvia Solis	09/01/2011 05:02 PM
Auditor's Office	Arcilia Duran	09/02/2011 10:20 AM
Dina Trevino	Merlen P. Munoz	09/02/2011 10:32 AM
Sylvia Solis	Sylvia Solis	09/02/2011 01:47 PM
Purchasing Department	Marty Salazar	09/02/2011 02:27 PM

Form Started By: Monica Badillo Started On: 08/31/2011 05:20 PM

Final Approval Date: 09/02/2011

HUMAN RESOURCES DEPARTMENT REQUISTION FORM

RECEIVED
AUG 24 2011
Human Resources

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): Elections Department

ANNOUNCE VACANCY USING (check one box)

☐ INTERNAL ANNOUNCEMENT PROCUDURE ☒ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE Data Entry Clerk I (Temporary)

☐ NEW POSITION OR REPLACEMENT FOR: _____ EMPLOYEE NO _____

DEPT NO 130 POSITION/SLOT NO T-123, T-124, T-125, T-127, T-128 & T-132

ADVERTISED SALARY: $17,636 OTHER COMPENSATION: _____ COMPENSATION TYPE: _____

SPECIAL REQUIREMENTS:
~~Note: These positions were approved in March 2011. Per Amanda Valdez, they will go to Comm. Court to extend to Dec. 2011.~~ mfa

WORK LOCATION / HOURS: Hidalgo County Elections Dept., 101 South 10th Ave., Edinburg, TX 78539

CONTACT PERSON: Amanda Valdez EXTENSION / PHONE NO: 5731

Department Head or Elected Official — 8-22-2011 Date

FUNDS AVAILABLE: YES____ NO____ DATE OF FUND AVAILABILITY: _____

BUDGETED SALARY, GRADE & STEP: _____

BUDGETED OTHER ALLOWANCES: _____

Sylvia Rios 08-23-11
APPROVED HR ~~CHIEF OF STAFF~~ Designee / DATE

APPROVED HR DIRECTOR / DATE

Approval by Commissioner's Court Required: YES____ NO____. If yes, attach copy of approval and/or date of agenda and item number and have authorized representative of Commissioner's Court sign below:

Commissioner's Court Signature / Date

September 07, 2011
Closing Date

Revised Date: May 2008

APPROVED BY
OFFICE OF EXECUTIVE OFFICER

HUMAN RESOURCES DEPARTMENT REQUISTION FORM

RECEIVED
Aug 26 2011
Human Resources

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): Fire Marshal

ANNOUNCE VACANCY USING (check one box)

☑ INTERNAL ANNOUNCEMENT PROCUDURE ☑ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE Clerk III

☐ NEW POSITION OR REPLACEMENT FOR: Claudia Luna EMPLOYEE NO 140481

DEPT NO 300 POSITION/SLOT NO 007

ADVERTISED SALARY # 23,993 OTHER COMPENSATION: _____ COMPENSATION TYPE: _____
Grade 5, Step 0

SPECIAL REQUIREMENTS: Bilingual. Able to work flexible hours in emergencies.

WORK LOCATION / HOURS: 1615 S. Closner, Ste H, Edinburg, Tx 78539
Hours: 8:00 AM to 5:00 p.m.

CONTACT PERSON: Juan Martinez EXTENSION / PHONE NO: 318-2656

Department Head or Elected Official — 8/11/2011 Date

FUNDS AVAILABLE: YES____ NO____ DATE OF FUND AVAILABILITY: _____

BUDGETED SALARY, GRADE & STEP: Grade 5, Step 2

BUDGETED OTHER ALLOWANCES: _____

Sylvia Rios 09.26.11
APPROVED HR ~~CHIEF OF STAFF~~ / DATE
Desagree

APPROVED HR DIRECTOR / DATE

Approval by Commissioner's Court Required: YES____ NO____. If yes, attach copy of approval and/or date of agenda and item number and have authorized representative of Commissioner's Court sign below:

Commissioner's Court Signature / Date

September 02, 2011
Closing Date

Revised Date: May 2008

HUMAN RESOURCES DEPARTMENT REQUISITION FORM

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM: (NAME OF DEPARTMENT): DISTRICT ATTORNEY'S OFFICE -HIDTA

ANNOUNCE VACANCY USING (Check One Box):

[ ] INTERNAL/OPEN ANNOUNCMENT PROCEDURE

POSITION TITLE/GRADE C [illegible] Assistant District Attorney

[XXXX] NEW POSITION OR REPLACEMENT FOR Mohammed S. Ahmed

DEPT NO 80 POSITION NUMBER 51

ADVERTISED SALARY: $50,487.00 OTHER COMPENSATION: N/A

TYPE OF COMPENSATION: N/A

SPECIAL REQUIREMENTS: No Criminal History - See Job Description

WORK LOCATION/HOURS: Edinburg

CONTACT PERSON: Roy Cazares TELEPHONE NO. 318-2300

Homer Vasquez
Department Head or Elected Official

Date

FUNDS AVAILABLE: YES x NO

ON 1-1100-412-00-080-002-0-113

BUDGETED SALARY, GRADE & STEP: Grade 14 Step 2

BUDGETED OTHER ALLOWANCES:

APPROVED BY HR CHIEF OF STAFF/DATE

APPROVED BY HR DIRECTOR/DATE

Approval By Commissioners' Court Required ___Yes___No. If yes, please attach copy of approval and/or have authorized representative of Commissioners' Court sign below.

Commissioners' Court Signature/Date

Closing Date

Revised August 2005

HUMAN RESOURCES DEPARTMENT REQUISITION FORM

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM: (NAME OF DEPARTMENT): **DISTRICT ATTORNEY'S OFFICE -HIDTA**

ANNOUNCE VACANCY USING (Check One Box):

[ ] INTERNAL/OPEN ANNOUNCMENT PROCEDURE

POSITION TITLE/GRADE **Clerk II**

[XXXX] **NEW POSITION OR REPLACEMENT FOR** Gloria Yvonne Liscano

DEPT NO 80 **POSITION NUMBER** 49

ADVERTISED SALARY: $20,570.00 **OTHER COMPENSATION:** N/A

TYPE OF COMPENSATION: N/A

SPECIAL REQUIREMENTS: **No Criminal History - See Job Description**

WORK LOCATION/HOURS: **Edinburg**

CONTACT PERSON: **Roy Cazares** **TELEPHONE NO.** **318-2300**

Jonas Vasquez
Department Head or Elected Official

Date

FUNDS AVAILABLE: YES x NO

ON 1-1100-412-00-080-002-0-113

BUDGETED SALARY, GRADE & STEP: Grade 3 Step 0

BUDGETED OTHER ALLOWANCES:

APPROVED BY HR CHIEF OF STAFF/DATE

APPROVED BY HR DIRECTOR/DATE

Approval By Commissioners' Court Required ___Yes___No. If yes, please attach copy of approval and/or have authorized representative of Commissioners' Court sign below.

Commissioners' Court Signature/Date

Closing Date

Revised August 2005

AI-28393 **6. C.**

CC REGULAR

Meeting Date: 09/06/2011

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Environmental Compliance:
Requesting approval/permission to allow Environmental Compliance Coordinator to travel to Austin, Texas to attend the Water Quality/Storm Water Seminar on 9/8-9/9/11

BACKGROUND

Trip expenses will be reimbursed to employee.

DBM will transfer funds into the departments budget after Commissioners' Court approves the travel request so that department can submit requisitions.

Attachments

form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/02/2011 03:15 PM
Erika Zamora	Erika Zamora	09/02/2011 04:56 PM
Purchasing Department	Monica Badillo	09/02/2011 04:57 PM

Form Started By: Monica Badillo Started On: 09/02/2011 02:39 PM

Final Approval Date: 09/02/2011

EVENT LOCATION

Commons Learning Center • J. J. Pickle Center • University of Texas at Austin

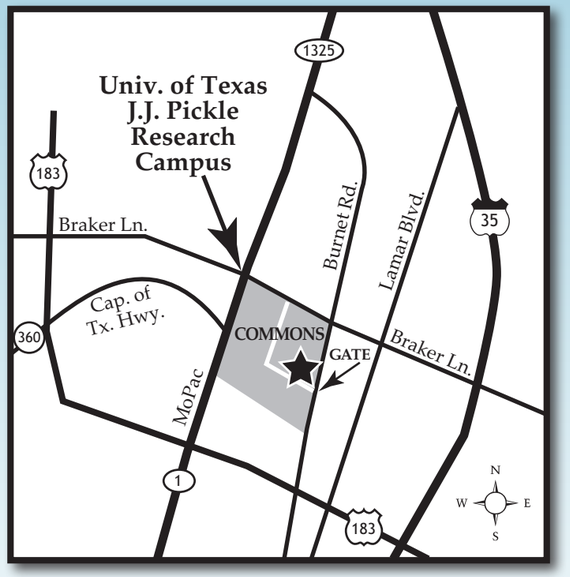
THE COMMONS BUILDING (#137) IS LOCATED AT:
J.J. Pickle Research Campus
10100 Burnet Road, Austin, TX 78758
(between U.S. 183 and Braker Lane)

All visitors must use the Burnet Road entrance and obtain a parking permit from the gate guard. The permit must be visible on your dashboard at all times.

DIRECTIONS TO THE J.J. PICKLE RESEARCH CAMPUS
http://www.utexas.edu/commons/maps/

PARKING MAP
http://www.utexas.edu/c ommons/maps/prc-wpr_parking_map.pdf

HOTEL INFORMATION
The Commons Learning Center has assembled a list of hotels conveniently located less than three miles from the conference facilities—some offer discounted rates to conference attendees. Also, some offer shuttle service to and from the Pickle Center. To view a list of the hotels, visit <www.utexas.edu/commons/maps/hotels.php>.



Take Care of Texas
www.takecareoftexas.org
Online Tips to Do Your Part!

WATER QUALITY/STORM WATER SEMINAR
POLLUTION PREVENTION & EDUCATION SECTION, MC 113
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
P.O. BOX 13087
AUSTIN TX 78711-3087

PRSRT STD
US POSTAGE PAID
AUSTIN TX
PERMIT NO 3530

WATER QUALITY/STORM WATER SEMINAR

Wastewater Operators and Professional Engineers may earn up to 13 hours of Continuing Education Credits.

The Commons Learning Center
The University of Texas
J.J. Pickle Research Campus
10100 Burnet Road
Austin, Texas 78758

Texas Commission on Environmental Quality

WATER QUALITY/ STORM WATER SEMINAR

Sept. 8–9, 2011

WATER QUALITY/STORM WATER SEMINAR

- Phase II MS4 Storm Water Permits
- Storm Water Construction Permits
- Wastewater Permitting
- Compliance Improvement Strategies
- Homeland Security
- Pretreatment Agenda

ATTENDEE REGISTRATION INFORMATION

- Early Registration Fee:
  One day $75 (Thursday or Friday)
  Full conference $125
- Late Registration Fee (after Aug. 26):
  One day $100
  Full conference $150
  (Fee includes all presentations, lunch on Thursday, breaks, and seminar materials. Lunch Friday is on your own.)

HOW TO REGISTER

To register for the Water Quality/Storm Water Seminar, go to <www.tceq.texas.gov/p2/events/stormwater.html>. If unable to register electronically, please call for assistance at 1-210-268-0200.

- No purchase orders are accepted.
- No payments are processed by the TCEQ.
- All checks sent to the TCEQ cashier will be returned to the sender.
- Cancellations must be in writing and either faxed to CDS Events, Inc., at 1-866-217-5985,or e-mailed to <registrations@conventiondecorating.com> and received on or before Sept. 1, 2011.

EXHIBITOR REGISTRATION INFORMATION

- Exhibitor Registration Fee: $200

HOW TO REGISTER

To register for the Water Quality/Storm Water Seminar, go to <www.tceq.texas.gov/p2/events/stormwater.html>. If unable to register electronically, please call for assistance at 1-210-268-0200.

- There are a limited number of exhibit spaces, so register early.
- 6-foot table provided.
- 6-foot table-top display or portable banner stands only.
- Breaks are taken in the exhibit area.
- Exhibit space is adjacent to the meeting room.
- Electricity is available by request.
- Exhibitor registration includes breaks, lunch on Thursday, and seminar literature.
- Exhibitor setup is Sept. 7, 2011, 3 p.m.–6 p.m.
- Cancellations must be in writing and either faxed to CDS Events, Inc., at 1-866-217-5985, or e-mailed to <registrations@conventiondecorating.com> and received on or before Sept. 1, 2011.

FOR MORE INFORMATION

Please direct your questions to Mary Kelley at 512-239-3143 or by e-mail at <events@tceq.texas.gov>.

Visit the TCEQ Calendar of Events at <www.tceq.texas.gov>.

REGISTRATION QUESTIONS

For questions regarding registration, please call 1-210-268-0200 or send an e-mail to <registrations@conventiondecorating.com>.

The TCEQ is committed to compliance with laws regarding accessibility. If you need assistance in accessing any of our programs or presentations, please contact the TCEQ at 512-239-3143. If you need an accommodation during this event, we ask that you contact us at least three weeks prior to ensure we have sufficient time to meet your request.

TENTATIVE AGENDA

THURSDAY, SEPTEMBER 8, 2011

7:00–8:00 a.m. **Registration, Continental Breakfast, Visit Exhibits**

8:00–8:15 a.m. **Welcome - Office of Water**
L'Oreal W. Stepney, P.E., Deputy Director

8:15–8:25 a.m. **Updates - Water Supply Division**
Linda Brookins, Director

8:25–8:35 a.m. **Updates - Water Quality Division**
Charles W. Maguire, Director

8:35–8:45 a.m. **Updates - Water Quality Planning Division**
Kelly Holligan, Director

8:45–9:45 a.m. **Storm Water Construction General Permits (CGP)** Technical review of the CGP process required for the discharge of storm water associated with construction activities, regulations, requirements, and updates on EPA's effluent limitations guidelines to control the discharge of pollutants from construction sites.
Gordon Cooper, Water Quality Division

9:45–10:15 a.m. *Break / Visit Exhibits*

10:15–10:45 a.m. **Phase II Municipal Separate Storm Sewer System (MS4)** Overview of the Phase II MS4 General Permit, the processing of a Notice of Intent, and a general review of storm water management programs.
Jaya Zyman-Ponebshek, Assistant Director, Water Quality Division

10:45–11:30 a.m. **Storm Water Inspections** What to expect during an investigation of your construction project or of your industrial site operating under authorization of the applicable storm water general permit.
George Ortiz, Field Operations Support Division

11:30 a.m.–12:30 p.m. *Lunch (provided)*

12:30–1:30 p.m. **Storm Water Multi-Sector General Permit (MSGP)** Update on the renewal of the Texas Pollutant Discharge Elimination Systems MSGP and the impacts to regulated, industrial storm water discharges.
Cynthia Hooper, Water Quality Division

1:30–2:15 p.m. **Storm Water Roundtable Questions**
Jaya Zyman-Ponebshek, Cynthia Hooper, Gordon Cooper, Hanne Nielsen, and George Ortiz

2:15–2:45 p.m. *Break / Visit Exhibits*

2:45–3:15 p.m. **Homeland Security for Wastewater Treatment Systems** Update on the latest in homeland security requirements for wastewater systems.
Richard Smith, P.E., Water Quality Division

3:15–4:00 p.m. **Texas Water Quality Standards Development and Implementation** An overview of the status and proposed revision of the Texas Surface Water Quality Standards and their implementation permits.
Debbie Miller and Sue Reilly, Water Quality Division

4:00–4:15 p.m. **Take Care of Texas** A personal responsibility campaign that offers resources to help you conserve water, reduce waste, and improve water and air quality.
Cynthia Carter, SBEA

4:15–5:00 p.m. **Net DMR (Discharge Monitoring Report)**
Danielle Clements, Enforcement Division

FRIDAY, SEPTEMBER 9, 2011

7:00–8:00 a.m. **Registration, Continental Breakfast, Visit Exhibits**

8:00–9:00 a.m. **Compliance Improvement Strategies for Wastewater Systems** An overview of common violations, why they occur, and how to prevent them. Brief updates on TCEQ's Sanitary Sewer Overflow Initiative.
David James, Small Business and Environmental Assistance

9:00–9:30 a.m. **Land Application of Sludge** A review of the administrative and technical issues on the beneficial use of sewage sludge.
Kellie Crouch-Elliott, Water Quality Division

9:30–10:00 a.m. *Break / Visit Exhibits*

10:00–10:30 a.m. **Municipal Wastewater Permits** A discussion on the technical issues to consider when completing applications for municipal or domestic wastewater permits.
Larry Diamond, Water Quality Division

10:30–11:30 a.m. **Pretreatment** An update on the Texas Pollutant Discharge Elimination Systems pretreatment program and categorical users discharging to Publicly Owned Treatment Works without an approved pretreatment program.*Katie Greenwood and Allison Osborne, Water Quality Division*

11:30 a.m.–12:45 p.m. *Lunch (on your own)*

12:45–1:15 p.m. **Industrial Permits** A discussion on the technical issues to consider when completing applications for industrial or commercial wastewater permits.
Hailey Jett, Water Quality Division

1:15–2:15 p.m. **Chapter 210 Industrial and Domestic Water Reuse** A discussion on regulations for domestic water reuse (Title 30, Texas Administrative Code, Chapter 210) and the new 321 rules for satellite wastewater treatment plants.*Louis C. Herrin, III, P.E., and Tres Koenings, Water Quality Division*

2:15–2:30 p.m. *Break / Visit Exhibits*

2:30–3:30 p.m. **Chapter 217 Design Criteria** A discussion on technical issues and the new regulations for domestic treatment facilities and collections systems.
Louis C. Herrin, III, P.E., Water Quality Division

3:30–4:00 p.m. **Water Quality Roundtable Questions**
Larry Diamond, Hailey Jett, Kellie Crouch-Elliott, Louis C. Herrin, III, P.E., Tres Koenings, Allison Osborne, and Katie Greenwood

The TCEQ is an equal opportunity employer. The agency does not allow discrimination on the basis of race, color, religion, national origin, sex, disability, age, sexual orientation or veteran status. In compliance with the Americans with Disabilities Act, this document may be requested in alternate formats by contacting the TCEQ at 512-239-0028, Fax 512-239-4488, or 1-800-RELAY-TX (TDD), or by writing P.O. Box 13087, Austin, TX 78711-3087.

This seminar is funded by attendee and exhibitor registration fees.

printed on recycled paper using vegetable-based ink

AI-28305 **7. A.**

CC REGULAR

Meeting Date: 09/06/2011

Submitted For: Roy Cazares **Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Autopsies (1100):

1. Approval to create the following full-time positions:

Slot no.	Position Title	Grade Level
0001	Autopsy Technician	11
0002	Autopsy Technician	11

2. Approval to add the Autopsy Technician classification to the Hidalgo County position inventory
3. Approval of interdepartmental transfer.
4. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds for proposed positions and related fringe benefit expenditures available from Co. Wide Adm - Contingency, pending approval of interdepartmental transfer.

Recommended by the Department of Budget & Management because it will be a cost savings to the County. See attached FACT sheet.

Attachments

PARS

Job Description

Fiscal Note

Revised salary schedule

Interdepartmental Transfer

FACT sheet

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	08/30/2011 09:32 AM
Budget & Management	Merlen P. Munoz	08/30/2011 09:34 AM
Rosalinda Cantu	Rosie Cantu	08/31/2011 09:50 AM
Auditor's Office	Arcilia Duran	09/02/2011 10:26 AM
Purchasing Department	Marty Salazar	09/02/2011 12:37 PM

Form Started By: Sylvia Solis Started On: 08/29/2011 09:46 AM

Final Approval Date: 09/02/2011

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: AUTOPSIES (080-003) DATE: 08/29/2011

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0001 & 0002

REQUESTED POSITION TITLE: AUTOPSY TECHNICIAN

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 40,078.00 x 2 (Grade 11/ Step 1) (Proposed Budgeted Salary) $ 80,156.00 (Net Change)

Position to be funded from one of the following:

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

☒ Other Co. Wide Adm. - Contingency

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

We are currently in the process of remodeling the old Rudy De La Vina building to make it the counties autopsy facility. We need to hire technicians that will become familiar with the daily in and outs of an autopsy facility. Their main focus will be assisting Dr. Farley during autopsies. Another duty would be to expedite the release of bodies to either families, funeral homes for cremation or burial or transport bodies to their respective countries.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	08/29/2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	8/30/2011 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	08/29/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AUTOPSY TECHNICIAN

GRADE: 11

GENERAL DESCRIPTION

Performs routine (journey level) post-mortem examinations. Work involves examining human remains, collecting toxicological samples, taking x-rays and photographs of post-mortem patients, and coordinating special specimen requests. May train and supervise others. Works under limited supervision with extensive latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Oversees the daily operations of the autopsy room and morgue

Prepares policies and procedures to ensure compliance with all federal, state and local regulations

Prepares bodies for post-mortem examinations

Ensures proper handling, transfers, labeling and storing of specimens

Cleans and maintains work area and equipment using sanitation/decontamination, safety and biohazard control measures

Analyze data and prepare the necessary autopsy reports in order to establish the cause and circumstances of death

Gather and organize clinical information and data pertinent to the preparation of the preliminary summarization of the clinical history

Performs administrative duties such as morgue administration, filing reports and data, assuring the completion of specimen coding and billing

Coordinates any requests for special specimen sampling, such as organ transplants or research

Responsible for maintaining autopsy records and completes related autopsy reports

Monitors supplies, conducts inventories and orders supplies and materials as needed

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two to three (2-3) years of experience in autopsies, laboratory support, or health related experience. Graduation from an accredited college or university with a Bachelor's degree in mortuary science, biology, life sciences, medical laboratory technology, or other related field is generally preferred. Two (2) years of experience may be substituted for one (1) year of education.

Certificates, Licenses & Registration

Applicant must have a current valid Texas operator's driver's license

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

Knowledge, Skills, and Abilities

Knowledge of safety and biohazard control measures

Ability to maintain the confidentiality and integrity of information and adhere to stringent sanitation and biohazard control measures

Knowledge of use and operation of photographic and x-ray equipment

Knowledge of basic record keeping practices

Knowledge of cleaning and sanitizing practices

Ability to understand and follow written and oral directions and protocols

Ability to clearly communicate information both verbally and in writing

Ability to physically perform the essential functions of the job including lifting human remains

Ability to operate basic office equipment, e.g., computer terminals, printers, copy machines, telephone systems, facsimile machines

Ability to read, update and maintain various records and files

Ability to deal with death and human remains in various states of decomposition, disease, disease and trauma

Ability to understand and follow pre-established departmental and County policies and procedures

Knowledge of surveying principles and methods, basic knowledge of drafting methods

PHYSICAL DEMANDS:

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

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

The employee must occasionally lift and/or move over 100 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

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

While performing the duties of this job, the employee regularly works in various types of outside weather conditions. The employee occasionally works near moving mechanical parts; in high precarious places; with explosives; and is occasionally exposed to fumes or airborne particles, and toxic or caustic chemicals, and risk of electrical shock.

Regular exposure to chemicals and sanitation devices is expected.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, September 06, 2011 **Agenda Item:** 28305

Summary of request/proposal:
Autopsies (1100):
Approval to create two (2) regular full-time Autopsy Technician positions, slot no. 0001 and 0002, grade level 11.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	AUTOPSY TECHNICIAN	0001	113	0.00	40,078.00 Grade 11, Step 1	40,078.00
1100	AUTOPSY TECHNICIAN	0002	113	0.00	40,078.00 Grade 11, Step 1	40,078.00
		TOTAL:		0.00	80,156.00	80,156.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
1-1100-421-00-080-003-0-	113	AUTOPSIES -	REG F/T EMPLOYEES	$23,121.92
1-1100-421-00-080-003-0-	211	AUTOPSIES -	HEALTH INSURANCE	$2,076.92
1-1100-421-00-080-003-0-	212	AUTOPSIES -	LIFE INSURANCE	$15.58
1-1100-421-00-080-003-0-	220	AUTOPSIES -	FICA	$1,768.83
1-1100-421-00-080-003-0-	230	AUTOPSIES -	RETIREMENT	$2,219.70
1-1100-421-00-080-003-0-	250	AUTOPSIES -	UNEMPLOYMENT COMP	$115.61
1-1100-421-00-080-003-0-	260	AUTOPSIES -	WORKER'S COMP	$0.00
			2011 Budgetary Impact	$29,318.56

2012 Budgetary Impact: **$101,637.69**

Possible Funding Sources: **Co. Wide Administration**

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1100-421-00-080-003-0

AI - 28305

AUTOPSIES

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
		CREATE THE FOLLOWING:											
0001	**113**	**AUTOPSY TECHNICIAN**	**11**	**1**	**$40,078.00**	**$40,078.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0002	**113**	**AUTOPSY TECHNICIAN**	**11**	**1**	**$40,078.00**	**$40,078.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
				Total	$80,156.00	$80,156.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Approval to create two (2) full-time Autopsy Technician positions, slot's #001 & #002, grade 11.
Personnel actions pending CC approval.

DATE: August 29, 2011

DEPARTMENT HEAD: Sergio Cruz

2011
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Autopsies

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

CONTACT PERSON: Sylvia V. Solis **PHONE:** (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
1-1100-415-00-115-002-0-	899	CO WIDE ADM -	CONTINGENCY	(29,318.56)
TO				
1-1100-421-00-080-003-0-	113	AUTOPSIES -	REG F/T EMPLOYEES	$23,121.92
1-1100-421-00-080-003-0-	211	AUTOPSIES -	HEALTH INSURANCE	$2,076.92
1-1100-421-00-080-003-0-	212	AUTOPSIES -	LIFE INSURANCE	$15.58
1-1100-421-00-080-003-0-	220	AUTOPSIES -	FICA	$1,768.83
1-1100-421-00-080-003-0-	230	AUTOPSIES -	RETIREMENT	$2,219.70
1-1100-421-00-080-003-0-	250	AUTOPSIES -	UNEMPLOYMENT	$115.61
		TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON:

Interdepartmental transfer to fund the prorated salary and related fringe benefit expenditures for the creation of two (2) Autopsy Technician positions (slot #'s 001 & 002).

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

District Attorney's Office
Cost-Benefit Analysis
for Autopsy Technician Positions Request

Actual Expenditure Analysis for Autopsy Services & Pauper Burial Services for the Years 2005-2011

		Years							
Account Number	**Account Name**	**2005**	**2006**	**2007**	**2008**	**2009**	**2010**	***2011 Estimated Expenditures**	**Totals**
1100-421-00-080-003-0-344	Autopsies-Autopsy Services	540,702	383,757	627,045	781,986	582,521	574,154	367,445	**3,857,609**
1100-444-00-240-002-0-345	Pauper Burial-Pauper Burial Svcs	96,177	115,550	132,765	189,690	177,140	91,027	66,907	**869,256**
	Totals	**636,878**	**499,307**	**759,810**	**971,676**	**759,661**	**665,182**	**434,351**	**4,726,864**

Average Annual Expenditures During Seven (7) Year Period	**$ 675,266**

***2011 expenditures are projected and are included in the Average Annual Expenditures**

Positions Request Cost Analysis

No. of Positions	Position Title	Grade & Step	Annual Salary	Annual Fringes	Total Annual Cost per Position	Total Annual Cost for Positions Requested
2	Autopsy Technician	11, 1	40,078	10,741	50,819	**101,638**

Cost Difference (Average Annual Exp vs. Annual Positions Cost)	**573,629**	**Annual Cost Savings**

Contractual Analysis
In Relation to Autopsy Services & Pauper Burial Services

Contract No.	Vendor	Contract Term	Cost per Body	Purpose of Contract
C-10-003-09-28	RGV Transport Services, LLC	10/14/10-10/13/12	75.00 with body bag; 60.00 w/out body bag	Dead body pickup and transportation of bodies to Funeral Home
C-2010-002-09-28	Valley Forensics, PLLC (Norma Jean Farley, MD)	9/28/10-9/27/12 with one additonal year extension	As outlined in Cost Proposal (depending on type of service); $1,450.00/full autopsy	Perform Forensic Autopsy Services (i.e. Medical Examiner)

District Attorney's Office
Cost-Benefit Analysis
for Autopsy Technician Positions Request

Contractual Analysis

In Relation to Autopsy Services & Pauper Burial Services

Contract No.	Vendor	Contract Term	Cost per Body	Purpose of Contract
C-10-243-07-06	Ceballos Funeral Home	7/6/10-1/5/11 with holdover provision	Storage Fees, $250.00/body/month; Facility Fees, $85.00/Body/Autopsy; Body/Cooler Storage Fee, $75.00/body/day after 24 hr period	Storage of Bodies until released/buried and serves as Autopsy Facility for Medical Examiner
C-10-291-12-21	Mid Valley Cemeteries, Inc. d/b/a Val Verde Memorial Gardens	12/21/10-12/13/11	$1,645.00/body	Plot Services for unidentified bodies/pauper remains (i.e. John Does)
C-09-002-01-06	Memorial Funeral Home	1-6-09-12-31-09 with one year extension	$650.00/adult body; $450.00/infant body	Pauper Funeral & Burial Services for Indigent individuals

Conclusion/Recommendations

It was determined by performing the above Cost-Benefit Analysis, that it would be cost effective for the County to approve the two (2) Autopsy Technician positions, as requested by the DA's Office. The County spent an annual average of $675,266.00 in relation to Autopsy services and Pauper Burial services during a seven (7) year period. For the year 2011 it is estimated that the County will spend a total of $434,351.00. The County has five (5) current contracts in place as indicated in the above Contractual Analysis. The costs can be reduced by approving the Autopsy Technician positions, since part of the duties of the technicians would be to transport the bodies to the funeral homes, thus reducing trasportation costs. The Autopsy Technicians would work closely with the JP's Office and local PD's in order to assist in the speedy identification of bodies. If Commissioners Court decide to build a County Mourge and establish a Medical Examiner's Office, it would be considered a cost effective measure and a long term capital investment, since it would reduce the storage of bodies fees, transportation of bodies costs, and the cost of performing autopsies by an independent forensic pathologist.

AI-28341 **8. B.**

CC REGULAR

Meeting Date: 09/06/2011

Submitted For: Eddie Olivarez **Submitted By:** Josie Escalante, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval of the John Austin Pena Primary Care Substance Abuse Treatment Facility dedication plaque.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

The plaque will be purchased / provided by the state.

Attachments

Plaque

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/02/2011 02:26 PM
Manuel Chapa	Manuel Chapa	09/02/2011 04:30 PM
Purchasing Department	Monica Badillo	09/02/2011 04:57 PM

Form Started By: Josie Escalante Started On: 08/30/2011 04:58 PM

Final Approval Date: 09/02/2011

2011

JOHN AUSTIN PEÑA
PRIMARY CARE AND SUBSTANCE ABUSE TREATMENT FACILITY
EDINBURG, TEXAS

COMMISSIONERS' COURT

Hidaglo County Judge -	Ramon Garcia
Commissioner Prct. 1 -	Joel Quintanilla
Commissioner Prct. 2 -	Hector (Tito) Palacios
Commissioner Prct. 3 -	Joe M. Flores
Commissioner Prct. 4 -	Joseph Palacios

Department of State Health Services Commissioner
David L. Lakey, M.D.

Department of State Health Services Project Manager
David McCormick

Funding in Part by Federal Emergency Management Agency

General Contractor, Enriquez Enterprises, Inc.

NEGRETE & KOLAR
ARCHITECTS

AI-28303 **8. C.**

CC REGULAR

Meeting Date: 09/06/2011

Submitted For: Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Child Health Services (1293):
1. Requesting authorization to accept the attached Child Health Services grant contract #2012-039426-001 in the amount of $34,833.00 for the period of 09/01/2011 to 08/31/2012.

2. Approval of the Certification of Revenue as certified by the County Auditor.

3. Approval of the attached Child Health Grant Budget Appropriation.

4. Approval to change the funding source to the following position/employee, as stated below:

			Current		Proposed	
Emp. No.	**Position Title**	**Grade**	**Slot #**	**Program/ Acct. No.**	**Slot #**	**Program/ Acct. No.**
171107	Clerk III	5	G012	SDI 1-1293-441-00-340-018-1	0001	Child Health Services 1-1293-441-00-340-051-2

5. Approval of revised salary schedules.

BACKGROUND

Authorization to renew this grant was approved by CC on 01/18/11 through AI-24779.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 1-1293-441-00-340-051-2-XXX

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

BUDGETARY IMPACT:

No matching funding required.

Funds for the change in funding source available, pending approval of appropriation of funds.

Appropriation of funds in the total amount of $34,833.00 for the Child Health Services Grant Contract. Grant period is from 9/1/11 to 8/31/12.

Revenue account# 1-1293-331-12-340-051-2-000 Child Health Grant Revenues

Attachments

Grant Contract
Budget
Salary schedule- for state
salary schedules
certification of revenues

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/26/2011 04:55 PM
Manuel Chapa	Manuel Chapa	08/31/2011 08:57 AM
Sylvia Solis	Sylvia Solis	08/31/2011 11:26 AM
Rosalinda Cantu	Rosie Cantu	08/31/2011 03:05 PM
Manuel Chapa	Manuel Chapa	08/31/2011 03:43 PM
Auditor's Office	Arcilia Duran	09/01/2011 04:26 PM
Purchasing Department	Nielda Cavazos	09/01/2011 04:50 PM

Form Started By: Mike Escaname Started On: 08/26/2011 04:42 PM

Final Approval Date: 09/01/2011

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2012-039426 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $34,833.00, and the payment method(s) shall be as specified in the Program Attachments.

3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. **Term of the Contract.** This Contract begins on 09/01/2011 and ends on 08/31/2012. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. **Documents Forming Contract.** The Contract consists of the following:

   a. Core Contract (this document)
   b. Program Attachments:

      2012-039426-001 CHS - FEE FOR SERVICE

   c. General Provisions (Sub-recipient)
   d. Solicitation Document(s), and
   e. Contractor's response(s) to the Solicitation Document(s).
   f. Exhibits (Not Applicable)

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: HIDALGO COUNTY
Address: HIDALGO COUNTY TREASURER 2810 S BUSINESS 281
EDINBURG, TX 78539-6243
Vendor Identification Number: 17460007176060

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES	HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
By:_____	By:_____
Signature of Authorized Official	Signature
_____	_____
Date	Date
Bob Burnette, C.P.M., CTPM	_____
	Printed Name and Title
Director, Client Services Contracting Unit	_____
	Address
1100 WEST 49TH STREET	_____
AUSTIN, TEXAS 78756	City, State, Zip
(512) 458-7470	_____
	Telephone Number
Bob.Burnette@dshs.state.tx.us	_____
	E-mail Address for Official Correspondence

CONTRACT NO. 2012-039426
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO.

CONTRACTOR:HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

DSHS PROGRAM: CHS - FEE FOR SERVICE

TERM: 09/01/2011THRU: 08/31/2012

SECTION I. STATEMENT OF WORK:

Contractor shall provide or assure the provision of child health, adolescent dysplasia and/or dental services that include screening and eligibility determination, direct clinical and/or dental services, laboratory services and appropriate referrals as necessary. Contractor shall provide services approved in the Contractor's application or shall have an established referral relationship with a qualified provider of each approved service, which it does not provide.

Contractor shall comply with all applicable federal and state laws, rules, regulations, standards and guidelines in effect on the beginning date of this Program Attachment unless amended, including but not limited to:

- Title V of the Social Security Act, 42 USC § 701, *et seq.*

The following documents are incorporated by reference and made a part of this Program Attachment. These include:

- DSHS FY12 Title V Fee-for-Service Child Health and Dental Renewal Contract Application;
- Contractor's Response to DSHS' FY12 Title V Fee-for-Service Child Health and Dental Renewal Contract Application and any revisions;
- DSHS FY11 Competitive Request for Proposal (RFP) for Title V Fee for Services Contracts Child Health and Dental Services, Prenatal Services, Genetic Services;
- Contractor's Response to FY11 Competitive RFP for Title V Fee for Services Contracts Child Health and Dental Services, Prenatal Services, Genetic Services and any revisions;
- Current Policies and Procedures Manual for Title V Child Health and Dental Fee for Service and Title V Prenatal Fee for Service;
- DSHS *Department of State Health Services Standards for Public Health Clinic Services*, revised August 2004, or latest revision;
- DSHS Core Tool On-Site Evaluation Report, revised for 2011, and Core Tool Monitoring Instructions, FY2011; or latest revision; and
- DSHS Title V Maternal, Child Health, Dysplasia, Family Planning On-site Evaluation Report, revised for 2011, and Title V Tool Monitoring Instructions, FY2011; or latest revision.

Within thirty (30) days of receipt of an amended standard(s) or guideline(s), Contractor shall inform DSHS Program, in writing, if it shall not continue performance under this Program Attachment in compliance with the amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

Applicants awarded a contract for the current fiscal year shall thereby begin operations within thirty (30) days of contract execution.

All activities must be performed in accordance with Contractor's final approved work plan.

DSHS Health Service Regional Director or designee, as coordinator of regional services, will assist DSHS staff in providing direction to Contractor. DSHS personnel may, from time to time, provide technical assistance and training to Contractor. Contractor shall cooperate with DSHS staff to attain the goals of policy application, coordinated services, and quality assurance.

Eligible Population:

To be eligible for Title V Child Health and Dental Services, an individual must be:

- An infant not more than eleven (11) months of age,
- A child or adolescent one (1) through twenty-one (21) years of age,
- A Texas resident,
- In financial need based on a gross family income at or below 185% of the most recent Federal Poverty Level, and
- Ineligible for other programs/benefits providing the same services.

Children and adolescents, who would otherwise meet Title V eligibility requirements, shall also be regarded as potentially Title V eligible. Individual client eligibility will be determined on an annual basis, and at other times as necessary, based upon change in pregnancy status or income.

Service Area: Hidalgo

Location: Multiple clinic locations identified through the DSHS website at: http://www.dshs.state.tx.us/mch/fee/locate_services.shtm.

SECTION II. PERFORMANCE MEASURES:

The following performance measure(s) will be used to assess, in part, the Contractor's effectiveness in providing the services described in this Program Attachment, without waiving the enforceability of any of the other terms of the contract.

- Contractor shall provide child health and/or dental services to at least 410 unduplicated clients.

- At least 80% of the total amount of this Program Attachment shall be for services provided to Title V eligible individuals ages one (1) through twenty-one (21) by Contractor.

- Not more than 20% of the total amount of this Program Attachment shall be for services provided to Title V eligible individuals who are not more than eleven (11) months of age.

- Contractor shall screen 100% of individuals considered for Title V eligibility with a DSHS-approved screening process, and refer to other programs and funding sources as appropriate.

SECTION III. SOLICITATION DOCUMENT:

Request For Proposal # DFCHS-0388.1

SECTION IV. RENEWALS:

Contract renewals are contingent upon satisfactory performance and continued availability of funding. The contract may be renewed for up to three (3) additional twelve- (12) month periods.

SECTION V. PAYMENT METHOD:

Fee-for-Service

SECTION VI. BILLING INSTRUCTIONS:

Within 30 days following the end of the month, Contractor shall request payment using the Monthly Reimbursement Request (MRR), for Title V Fee for Service Program (Form #EF21-12005). With each MRR, contractor shall submit the following acceptable supporting documentation for reimbursement of the required services/deliverables:

- Title V Maternal-Child Services Report (Child Health & Dental) – 185 (Form EF21-12005);
- Title V Maternal-Child Services Report – 186 (Child Health & Dental) (Form EF21-12005); and
- Monthly Aggregate Activity Report (Form EF21-12005). Each report shall detail the total unduplicated number of clients seen for the first time within a service category type during the contract period by age, and race/ethnicity. Billing requests will not be processed for payment by DSHS unless accompanied by a complete corresponding aggregate report.

MRRs and supporting documentation shall either be emailed to the Family and Community Health Services Division, Performance Management Unit, Contract Development & Support Branch (CDSB) at cdsb@dshs.state.tx.us, or faxed to CDSB at: (512) 458-7235.

MRRs shall be emailed also to the DSHS Claims Processing Unit (CPU) at invoices@dshs.state.tx.us, or faxed to CPU at (512) 458-7442.

MRRs shall be submitted each month even if there are zero expenditures. MRRs are submitted each month for actual expenditures of the program even if the contract limit has been reached.

Contractor shall request payment from DSHS as directed by the Policies and Procedures Manual for Title V Child Health and Dental Fee for Service and Title V Prenatal Fee for Services whether via voucher or a web-based system.

Contractor shall submit a "Financial Reconciliation Report" (Form GC-10) no later than sixty (60) days after the end of the attachment term. This report must be signed and marked "Final" and shall be scanned and emailed to CDSB at the email address listed above. The GC-10 may also be faxed to CDSB at (512) 458-7235. The original, signed version shall also be mailed to the DSHS CPU at:

Department of State Health Services
Claims Processing Unit, Mail Code 1940
P.O. Box 149347
Austin, TX 78714-9347

SECTION VII. BUDGET: Fee for Service

SOURCE OF FUNDS:

CFDA # 93.994 and State

Contractor shall adhere to the current schedule of allowable services and rates as referenced in the Policies and Procedures Manual for Title V Child Health and Dental Fee for Service and Title V Prenatal Fee for Service.

Total payments will not exceed $34,833.00

SECTION VIII. SPECIAL PROVISIONS:

For purposes of this Program Attachment only, the following provisions shall apply:

General Provisions, **Compliance and Reporting** Article I, is revised to include:

Contractor shall report to DSHS using established reports as directed by the Policies and Procedures Manual for Title V Child Health and Dental Fee for Service and Title V Prenatal Fee for Service, and other data and/or reports deemed necessary by DSHS, upon reasonable notice to Contractor.

Eligibility: All individuals considered for Title V eligibility must be screened and determined

eligible using a DSHS or Title V program-approved screening process as updated in the spring of each year when federal poverty levels and eligibility determination forms are revised.

General Provisions, **Services** Article II, is revised to include:

Co-pay: Contractor may assess a co-pay from clients who receive services under this Program Attachment. A co-pay shall not be assessed from such clients if their family income is at or below 100% of the most recently defined federal poverty level. A co-pay assessment shall not exceed 25% of the authorized and approved reimbursement amount for allowed services. A client shall not be denied services due to inability to pay.

Contractor shall make reasonable efforts to investigate and apply for all other sources of third party funding available to, or identified by, the client before submitting claims for allowable costs.

General Provisions, **Funding** Article III, is revised to include:

Program Income may be collected and retained by Contractor so long as it is used to provide services specified in the scope of work detailed in this Program Attachment. The use of Program Income shall be reported on the monthly billing vouchers for services provided to Title V eligible clients.

General Provisions, **Payment Methods and Restrictions** Article IV, Section 4.02 is revised to include:

Contractor's contract amount under this Program Attachment is a ceiling against which it may bill, on a fee-for-service basis, for the provision of allowable services to Title V eligible clients. Only allowable services provided to Title V eligible clients may be billed against this ceiling. The current schedule of allowable services and rates, as well as Title V eligibility requirements, may be modified at the sole discretion of DSHS with thirty (30) days written notice to Contractor. The notice will provide Contractor with an opportunity to terminate this Program Attachment should the modification include a reduction in rates. Contractor shall have thirty (30) days from receipt of this notice to exercise the option for termination. If the Contractor does not exercise the option during the thirty (30) day time period, Contractor shall be deemed to have waived the option.

A Request for "Financial Reconciliation Report", Form GC-10, or the form specified in the Contractor's Financial Procedures Manual, is due no later than sixty (60) days after the end of the Program Attachment term. This report shall be marked "Final".

Billing Requirements: Contractor shall bill DSHS on a monthly basis for allowable services provided to Title V eligible clients. Bills for all allowable services shall be submitted as aggregate activity reports with a DSHS Monthly Reimbursement Request and shall not refer to or identify individual clients. Contractor shall bill within thirty (30) days after the end of the month in which services were provided or within sixty (60) days in

cases of potentially Medicaid eligible individuals who are denied eligibility by the Health and Human Services Commission. All bills shall be submitted within sixty (60) days of the end of the Program Attachment term.

In billing DSHS, Contractor shall certify that all billed services have been provided only to individuals who have been determined to be eligible for Title V services. DSHS will pay Contractor for all acceptable vouchers submitted up to Contractor's contract ceiling amount. Billing vouchers submitted outside of the timeframes indicated above shall be subject to disallowance.

Billing Activity: DSHS shall distribute funds in a way that will maximize the delivery of authorized services to eligible clients. DSHS will monitor Contractor's billing activity. If utilization is below that projected in Contractor's contract ceiling amount, shown in SECTION VII. BUDGET, Contractor's ceiling may be subject to a decrease for the remainder of the Program Attachment period. Contractor may be subject to contract ceiling amount decreases if Contractor's billing activity is less than projected.

DSHS may pay for additional services as specified in this Program Attachment if provided by Contractor during the term of this Program Attachment (but not otherwise paid during the term of this Program Attachment) if it is in the best interest of the State and the DSHS Program to do so, and if funds are available. If Contractor exceeds the ceiling amount of the Program Attachment, Contractor shall continue to bill DSHS for the services provided. DSHS may pay for these additional services if funds become available at a later date.

General Provisions, **Terms and Conditions of Payment** Article V, is replaced with the following:

Contractor shall accept reimbursement or payment from DSHS and any applicable fees from clients for clinical health services as payment in full for services or goods provided to clients. Contractor shall not seek additional reimbursement or payment for services or goods from clients other than applicable fees for clinical health services.

General Provisions, **Access and Inspection** Article IX, is revised to include:

Contractor shall allow DSHS to conduct on-site quality assurance reviews as deemed necessary by DSHS. Unsatisfactory review findings may result in implementation of General Provisions, **Breach of Contract and Remedies for Non-Compliance** Article XIV.

General Provisions, **Assurances and Certifications** Article XI, is revised to include:

If appropriate, Contractor certifies that neither the Contractor, nor any individual who has a direct or indirect ownership or controlling interest of 5% or more of the Contracting Agency, nor any officer, director, agent or managing employee (e.g. general manager, business manager, administrator, director, or like individual who exercises operational or managerial control over the Contractor or who directly or indirectly conducts the day-to-day

business of the Contractor is an entity or individual who:

- Has been convicted of any offense under 42 U.S.C. § 1320a-7(b)(1)-(3);
- Has had a civil monetary penalty assessed under 42 U.S.C. § 1320a and/or 42 U.S.C. § 1320a-8; or,
- Has been excluded from participation in a program under 42 U.S.C. § 1395 *et seq.*; or under a State health care program.

If the foregoing statement is not true, Contractor shall submit a disclosure/ownership form to DSHS. Contractor shall immediately notify the DSHS in writing, in the event that the foregoing statement changes during the term of this Program Attachment. A false statement regarding Contractor's status will be treated as a material misrepresentation.

General Provisions, **General Business Operations of Contractor** Article XII, is revised to include:

Contractor shall notify the Contract Development and Support Branch in writing of any clinic site information changes, e.g., changes in contact person, hours of operation, address, Texas Provider Identification (TPI) number, National Provider Identification (NPI) number, the closure, relocation, and/or opening of clinic site(s).

INSTRUCTIONS FOR COMPLETING DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

Completion and submission of this form is a condition of participation, certification, or recertification under any of the programs established by titles V, XVIII, XIX, and XX, or as a condition of approval or renewal of a contractor agreement between the disclosing entity and the Department of State Health Services (DSHS) under any of the above-titled programs, a full and accurate disclosure of ownership and financial interest is required. Failure to submit requested information may result in a refusal by DSHS to enter into an agreement or contract with any such institution or in termination of existing agreements.

SPECIAL INSTRUCTIONS FOR TITLE XX PROVIDERS

All title XX providers must complete part II of this form. Only those title XX providers rendering medical, remedial, or health related homemaker services must complete parts II and III. Title V providers must complete parts II and III.

General Instructions

For definitions, procedures and requirements, refer to the appropriate Statutes or Regulations:

Title V – 42 USC §1397d

Title XVIII – 42CFR 420.200 – 206
Title XIX – 42CFR 455.100 – 106
Title XX – 42 USC §1397d

Please answer all questions as of the current date. If the yes block for any item is checked, list requested additional information under the Remarks section on page 2, referencing the item number to be continued. If additional space is needed, use an attached sheet.

Return the original to DSHS and retain a copy for your files.

This form is to be completed annually. Any substantial delay in completing the form should be reported to the State survey agency.

DETAILED INSTRUCTIONS

These instructions are designed to clarify certain questions on the form. Instructions are listed in question order for easy reference. No instructions have been given for questions considered self-explanatory.

IT IS ESSENTIAL THAT ALL APPLICABLE QUESTIONS BE ANSWERED ACCURATELY AND THAT ALL INFORMATION BE CURRENT.

Item I - Under identifying information specify in what capacity the entity is doing business as (DBA), example, name of trade or corporation.

Item II - Self-explanatory.

Item III - List the names of all individuals and organizations having direct or indirect ownership interests, or controlling interest separately or in combination amounting to an ownership interest of 5 percent or more in the disclosing entity.

Direct ownership interest is defined as the possession of stock, equity in capital or any interest in the profits of the disclosing entity. A disclosing entity is defined as a Medicare provider or supplier, or other entity that furnishes services or arranges for furnishing services under Medicaid or the Maternal and Child Health program, or health related services under the social services program.

Indirect ownership interest is defined as ownership interest in an entity that has direct or indirect ownership interest in the disclosing entity. The amount of indirect ownership in the disclosing entity that is held by any other entity is determined by multiplying the percentage of ownership interest at each level. An indirect ownership interest must be reported if it equates to an ownership interest of 5 percent or more in the disclosing entity. Example: if A owns 10 percent of the stock in a corporation that owns 80 percent of the stock of the disclosing entity, A's interest equates to an 8 percent indirect ownership and must be reported.

Controlling interest is defined as the operational direction or management of a disclosing entity which may be maintained by any or all of the following devices: the ability or authority, expressed or reserved, to amend or change the corporate identity (i.e., joint venture agreement, unincorporated business status) of the disclosing entity; the ability or authority to nominate or name members of the Board of Directors or Trustees of the disclosing entity; the ability or authority, expressed or reserved, to amend or change the by-laws, constitution, or other operating or management direction of the disclosing entity; the right to control any or all of the assets or other property of the disclosing entity upon the sale or dissolution of that entity; the ability or authority, expressed or reserved, to control the sale of any or all of the assets, to encumber such assets by way of mortgage or other indebtedness, to dissolve the entity, or to arrange for the sale or transfer of the disclosing entity to new ownership or control.

Items IV – VII - Changes in Provider Status

Change in provider status is defined as any change in management control. Examples of such changes would include: a change in Medical or Nursing Director, a new Administrator, contracting the operation of the facility to a management corporation, a change in the composition of the owning partnership which under applicable State law is not considered a change in ownership, or the hiring or dismissing of any employees with 5 percent or more financial interest in the facility or in an owning corporation, or any change of ownership.

For Items IV – VII, if the yes box is checked, list additional information requested under Remarks. Clearly identify which item is being continued.

Item IV - (a & b) If there has been a change in ownership within the last year or if you anticipate a change, indicate the date in the appropriate space.

Item V - If the answer is yes, list name of the management firm and employer identification number (EIN), or the name of the leasing organization. A management company is defined as any organization that operates and manages a business on behalf of the owner of that business, with the owner retaining ultimate legal responsibility for operation of the facility.

Item VI - If the answer is yes, identify which has changed (Administrator, Medical Director, or Director of Nursing) and the date the change was made. Be sure to include name of the new Administrator, Director of Nursing or Medical Director, as appropriate.

Item VII - A chain affiliate is any free-standing health care facility that is either owned, controlled, or operated under lease or contract by an organization consisting of two or more free-standing health care facilities organized within or across State lines which is under the ownership or through any other device, control and direction of a common party. Chain affiliates include such facilities whether public, private, charitable or proprietary. They also include subsidiary organizations and holding corporations. Provider-based facilities, such as hospital-based home health agencies, are not considered to be chain affiliates.

Item VIII - If yes, list the actual number of beds in the facility now and the previous number.

DEPARTMENT OF STATE HEALTH SERVICES

93856

DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

I. Identifying Information

Name of Entity: HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT D/B/A	Provider No.:	Vendor No.: 17460007176	Telephone No.
Street Address:	City, County, State:		Zip Code:

II. Answer the following questions by checking "Yes" or "No." If any of the questions are answered "Yes," list names and addresses of individuals or corporations under Remarks on page 2. Identify each item number to be continued.

(a) Are there any individuals or organizations having a direct or indirect ownership or control interest of 5 percent or more in the institution, organization, or agency that have been convicted of a criminal offense related to the involvement of such persons, or organizations in any of the programs established by titles XVIII, XIX, or XX?

Yes ___ No ___

(b) Are there any directors, officers, agents, or managing employees of the institution, agency or organization who have ever been convicted of a criminal offense related to their involvement in such programs established by titles XVIII, XIX, or XX?

Yes ___ No ___

(c) Are there any individuals currently employed by the institution, agency, or organization in a managerial, accounting, auditing, or similar capacity who were employed by the institution's, organization's, or agency's fiscal intermediary or carrier within the previous 12 months? (Title XVIII providers only)

Yes ___ No ____

III. (a) List names, addresses for individuals, or the EIN for organizations having direct or indirect ownership or a controlling interest in the entity. (See instructions for definition of ownership and controlling interest.) List any additional names and addresses under "Remarks" on page 2. If more than one individual is reported and any of these persons are related to each other, this must be reported under Remarks.

Name Address EIN #

(b) Type of Entity: Sole Proprietorship ____ Partnership ____ Corporation ___

Unincorporated Associations ____ Other (Specify) _____

(c) If the disclosing entity is a corporation, list names, addresses of the Directors, and EINs for corporations under Remarks.

Check appropriate box for each of the following questions:

(d) Are any owners of the disclosing entity also owners of other Medicare/Medicaid facilities? (Example: sole proprietor, partnership or members of Board of Directors.) If yes, list names, addresses of individuals and provider numbers. Yes ___ No____

Name Address Provider Number

IV. (a) Has there been a change in ownership or control within the last year? Yes___ No___
If yes, give date_____

(b) Do you anticipate any change of ownership or control within the year? Yes___ No___
If yes, when?_____

(c) Do you anticipate filing for bankruptcy within the year? Yes___ No___
If yes, when?_____

V. Is this facility operated by a management company, or leased in whole or part by another organization? Yes___ No___
If yes, give date of change in operations_____

VI. Has there been a change in Administrator, Director of Nursing, or Medical Director within the last year? Yes___ No___

VII. (a) Is this facility chain affiliated? (If yes, list name, address of Corporation, and EIN) Yes___ No___

Name EIN #

(b) If the answer to Question VII(a) is No, was the facility ever affiliated with a chain? Yes___ No____
(If yes, list Name, Address of Corporation, and EIN)
Name EIN # Address

VIII. Have you increased your bed capacity by 10 percent or more or by 10 beds, whichever is greater, within the last 2 years? Yes — No —

If yes, give year of change _____

Current beds _____ Prior beds _____

WHOEVER KNOWINGLY AND WILLFULLY MAKES OR CAUSES TO BE MADE A FALSE STATEMENT OR REPRESENTATION OF THIS STATEMENT, MAY BE PROSECUTED UNDER APPLICABLE FEDERAL OR STATE LAWS. IN ADDITION, KNOWINGLY AND WILLFULLY FAILING TO FULLY AND ACCURATELY DISCLOSE THE INFORMATION REQUESTED MAY RESULT IN DENIAL OF A REQUEST TO PARTICIPATE OR WHERE THE ENTITY ALREADY PARTICIPATES, A TERMINATION OF ITS AGREEMENT OR CONTRACT WITH DSHS.

Name of Authorized Representative (Typed) **Title**

Signature | **Date**

Remarks:

DATE: September 01, 2011

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 1-1293-441-00-340-051-2-XXX Child Health

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
1-1293-441-00-340-051-2-113	Child Health - Reg F/T Employees	$ 21,379.00
Fringes		
1-1293-441-00-340-051-2-211	Child Health - Health Insurance	$ 3,340.00
1-1293-441-00-340-051-2-212	Child Health - Life Insurance	$ 23.00
1-1293-441-00-340-051-2-220	Child Health - FICA	$ 1,636.00
1-1293-441-00-340-051-2-230	Child Health - Retirement	$ 2,053.00
1-1293-441-00-340-051-2-250	Child Health - Unemployment Comp	$ 107.00
1-1293-441-00-340-051-2-260	Child Health - Workers Comp	$ 283.00
Supplies		
1-1293-441-00-340-051-2-601	Child Health - Office & Comp Supplies	$ 6,012.00
	TOTAL APPROPRIATION	$ 34,833.00
1-1293-331-12-340-051-2-000	Child Health - Grant Revenue	$ 34,833.00
	TOTAL APPROPRIATION	$ 34,833.00

REASON: To appropriate the grant monies for the Child Health program

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S CC DATE ATTEST CO. CLERK

Child Health FY 12

Salary / Fringes Salary Schedule
09/01/2011 - 08/31/2012
For Budget Purposes Only

						Hourly	Work Hours		2011	2012		Distribution				Insurance	
Slot #	Employee #	Employee Name	Position Title	Grade & Step Salary	Actual Salary	Hourly Rate	# of Hours @ 2011 Pay	# of Hours @ 2012 Pay	09/11 - 12/11	01/12 - 08/12	Projected Salaries	340-003	%	340-051	%	Health Ins.	Life Ins.
	171107	**********	Clerk III	25,256.00	25,256.00	12.1423	696	1,400	8,451.05	16,999.23	25,450.28	4,072.04	0.16	21,378.23	0.84	3,339.84	22.68
			Total Gross Salary - >											**21,378.23**		**3,339.84**	**22.68**
			Health Insurance - ($300.00 * 4 months + $347.00 * 8 months * % of pay from grant)											**3,339.84**			
			Life Insurance - ($27 / Yr / person prorated by % of pay from grant)											**22.68**			
			FICA - (7.65% * Gross Salary)											**1,635.43**			
			Retirement - (9.60% * Gross Salary)											**2,052.31**			
			Unemployment - (.50% * Gross Salary)											**106.89**			
			Worker's Comp - (1.32% * Gross Salary)											**282.19**			
														28,817.58			

Notes:

1 There are 2,096 work hours during the grant period of 09/01/2011 through 08/31/2012.
2 Health Insurance is computed as $300 / per from 09/11 to 12/11 & $347 / month from 01/12 to 08/12 times the percentage of pay from the grant.
3 A new program number (051) is being created with this new grant and employee 171107 is being transferred into this new program from program 018.

Prepared by Mike Escaname
Health Human Services Dept.
08/26/11

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1293-441-00-340-018-1

AI - 28303

SDI

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
G004	113	REGISTERED NURSE III	14	4	$55,788.00	$48,217.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G008	113	SOCIAL WORKER	11	1	$40,078.00	$35,397.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G011	113	MAINTENANCE II	3	4	$23,927.00	$21,436.00	$21,436.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,436.00
		CHANGE IN FUNDING SOURCE FROM SDI (ACCT #1-1293-441-00-340-18-1) TO CHILD HEALTH SERVICES GRANT (1-1293-441-00-340-051-2)											
G012	**113**	**CLERK III**	**5**	**1**	**$25,256.00**	**$21,257.00**	**$21,257.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$21,257.00**
G013	113	CLERK III	5	1	$25,256.00	$20,250.00	$20,250.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,250.00
G014	113	BILLING SPECIALIST II	3	4	$23,927.00	$20,343.00	$20,343.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,343.00
G015	113	ELIGIBILITY SPECIALIST I	4	0	$22,216.00	$19,376.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G016	113	ELIGIBILITY SPECIALIST I	4	2	$24,203.00	$19,373.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G017	113	BILLING SPECIALIST II	3	1	$21,653.00	$16,753.00	$16,753.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16,753.00
G018	113	CLINIC AIDE II	3	4	$23,927.00	$18,596.00	$18,596.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,596.00
				TOTAL	$286,231.00	$240,998.00	$118,635.00	$0.00	$0.00	$0.00	$0.00	$0.00	$118,635.00

***NOTE: SDI GRANT WILL NOT BE RENEWED AS SDI. IT WILL BE RENEWED AS TWO (2) NEW PROGRAMS, THE (a) PRENATAL AND (b) CHILD HEALTH SERVICES.**

Approval to change the funding source to the highlighted position/employee, as stated above:

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1293-441-00-340-051-2
CHILD HEALTH SERVICES GRANT

AI - 28303

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
CHANGE IN FUNDING SOURCE FROM SDI (ACCT #1-1293-441-00-340-18-1) TO CHILD HEALTH SERVICES GRANT (1-1293-441-00-340-051-2)													
G001	**113**	**CLERK III**	**5**	**1**	**$25,256.00**	**$21,257.00**	**$21,257.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$21,257.00**
				TOTAL	$25,256.00	$21,257.00	$21,257.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,257.00

Approval to change the funding source to the highlighted position/employee, as stated above:

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

August 30, 2011

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Department of State Health Services. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$34,833.00	Award No. 2012-039426-001 CHS - FEE FOR SERVICE

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/31/11
Date

THE COUNTY OF HIDALGO TEXAS

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

AI-28318 **8. D.**

CC REGULAR

Meeting Date: 09/06/2011

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

RLSS / LPHS Grant (1293):
1. Requesting authorization to accept the attached RLSS / LPHS grant contract #2012-039525-001 in the amount of $102,403.44 for the period of 09/01/2011 to 08/31/2012.

2. Approval of the Certification of Revenue as certified by the County Auditor

3. Approval of the attached RLSS / LPHS Grant Budget Appropriation

4. Approval to create one (1) full-time Public Health Technician I, slot no. G005, grade 9.

5. Approval to add the Public Health Technician I classification to the Hidalgo County position inventory

6. Approval of salary schedule.

BACKGROUND

Authorization to renew the RLSS / LPHS grant for FY 12 was granted by CC on 01/18/11 through AI-24779.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 1-1293-441-00-340-006-2-XXX

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

BUDGETARY IMPACT:

No local matching funding required.

Funding for proposed position and related fringe benefit expenditures, pending approval of budget appropriation.

Appropriation of funds in the total amount of $102,403.44 for the RLSS/LPHS Grant Contract. Grant period is from 9/1/11 to 8/31/12.

Revenue account# 1-1293-334-10-340-006-2-000 RLSS/LPHS Grant Revenues

Attachments

Certification of Revenues
PARS
Grant Contract
Budget Appropriation
Salary Budget worksheet
Job Description
Fiscal Note
Revised Salary Schedule

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/29/2011 04:09 PM
Sylvia Solis	Sylvia Solis	08/31/2011 08:53 AM
Rosalinda Cantu	Rosie Cantu	08/31/2011 10:37 AM
Manuel Chapa	Manuel Chapa	08/31/2011 02:59 PM
Auditor's Office	Arcilia Duran	09/01/2011 04:55 PM
Dina Trevino	Merlen P. Munoz	09/02/2011 08:51 AM
Purchasing Department	Monica Badillo	09/02/2011 04:57 PM

Form Started By: Mike Escaname Started On: 08/29/2011 03:23 PM

Final Approval Date: 09/02/2011

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

August 30, 2011

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Department of State Health Services. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$102,403.44	Award No. 2012-039525-001 RLSS-LOCAL PUBLIC HEALTH SYSTEM

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/31/11
Date

THE COUNTY OF HIDALGO TEXAS

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR.	RODOLFO DELGADO	J. R. "BOBBY" FLORES	ROSE GUERRA REYNA	JUAN R. PARTIDA	MARIO E. RAMIREZ, JR.	NOE GONZALEZ	LETICIA LOPEZ	AIDA SALINAS FLORES	ISRAEL RAMON, JR.	JESSE CONTRERAS
JUDGE, 92ND D.C.	JUDGE, 93RD D.C.	JUDGE, 139TH D.C.	JUDGE, 206TH D.C.	JUDGE, 275TH D.C.	JUDGE, 332ND D.C.	JUDGE, 370TH D.C. OVERSEER	JUDGE, 389TH D.C.	JUDGE, 398TH D.C.	JUDGE, 430TH D.C.	JUDGE, 449TH D.C.

Janie Alvarez

From: Mike Escaname [miguel.escaname@hchd.org]
Sent: Monday, August 29, 2011 10:54 AM
To: 'Janie Alvarez'
Cc: 'Benito Luna'
Subject: FW: Hidalgo County Health & Human Services 2012-039525
Attachments: RLSS LPHS FY 12 Grant Contract 2012 039525.pdf

Hello Janie,

We'd appreciate if you can arrange to have a **Certification of Revenue** in the amount of **$102,403.44** prepared for this grant renewal.

We will present it to CC on September 6, 2011.

Let me know if you have any questions.

Thanks,

Mike E.

-----Original Message-----
From: Perez,Tuanh (DSHS) [mailto:Tuanh.Perez@dshs.state.tx.us]
Sent: Monday, August 29, 2011 8:57 AM
To: eddie.olivarez; Mike Escaname; lydia.serna@hchd.org
Cc: Pearson,Amy (DSHS)
Subject: Hidalgo County Health & Human Services 2012-039525

Tu-Anh Le Perez
Program Specialist, CTPM
Client Services Contracting Unit
Dept. of State Health Services
http://online.dshs.state.tx.us/finance/cscu.htm
512-776-2182
512-776-7351 fax
tuanh.perez@dshs.state.tx.us
"Tell me and I'll forget.
Show me and I might remember.
Involve me and I'll understand."

From: Perez,Tuanh (DSHS)
Sent: Wednesday, August 24, 2011 11:32 AM
To: Hightower,Debbie (DSHS)
Subject: Hidalgo County Health & Human Services 2012-039525

Hello Contractor,

Attached are files containing your Department of State Health Services (DSHS) contract. Please print two copies of each, in the order they appear in this email, sign and return both copies to this unit as soon as possible. Your contract will be signed by DSHS and returned to your agency.

Changes made to any portion of the contract document (s) are considered a counter-offer and are not valid without DSHS written concurrence.

DSHS will not pay for reimbursements submitted/postmarked more than 60 days after the end of the contract term. Additional information regarding this policy is available on the DSHS website at http://www.dshs.state.tx.us.

NOTE: Return both copies of the contract in their entirety to one of the two addresses below. Contracts returned to any other address may result in contract delays.

Physical Address for Overnight Mail	**Mailing Address for Regular Mail**
Client Services Contracting Unit MC 1886 Department of State Health Services 1100 W.49th Street Austin, TX 78756 Attention: Tu-Anh Perez	Client Services Contracting Unit MC 1886 Department of State Health Services PO Box 149347 Austin, TX 78714- 9347 Attention: Tu-Anh Perez

Please reference the DSHS contract and attachment number in all future correspondence. If you have questions, contact Tu-Anh Perez at 512-776-2182 or via email at tuanh.perez@dshs.state.tx.us

Tu-Anh Le Perez
Program Specialist, CTPM
Client Services Contracting Unit
Dept. of State Health Services
http://online.dshs.state.tx.us/finance/cscu.htm
512-776-2182
512-776-7351 fax
tuanh.perez@dshs.state.tx.us
"Tell me and I'll forget.
Show me and I might remember.
Involve me and I'll understand."

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2012-039525 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY HEALTH & HUMAN SERVICES (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $102,403.44, and the payment method(s) shall be as specified in the Program Attachments.

3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. **Term of the Contract.** This Contract begins on 09/01/2011 and ends on 08/31/2012. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. **Documents Forming Contract.** The Contract consists of the following:

   a. Core Contract (this document)
   b. Program Attachments:

      2012-039525-001 RLSS-LOCAL PUBLIC HEALTH SYSTEM

   c. General Provisions (Sub-recipient)

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: HIDALGO COUNTY
Address: HIDALGO COUNTY TREASURER 2810 S BUSINESS 281
EDINBURG, TX 78539-6243
Vendor Identification Number: 17460007176060

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES	HIDALGO COUNTY HEALTH & HUMAN SERVICES
By:_____	By:_____
Signature of Authorized Official	Signature
_____	_____
Date	Date
Bob Burnette, C.P.M., CTPM	_____
	Printed Name and Title
Director, Client Services Contracting Unit	_____
	Address
1100 WEST 49TH STREET	_____
AUSTIN, TEXAS 78756	City, State, Zip
(512) 458-7470	_____
	Telephone Number
Bob.Burnette@dshs.state.tx.us	_____
	E-mail Address for Official Correspondence

DOCUMENT NO. 2012-039525-
ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000377302

CONTRACTOR: HIDALGO COUNTY HEALTH & HUMAN SERVICES

DSHS PROGRAM: RLSS-LOCAL PUBLIC HEALTH SYSTEM

TERM: 09/01/2011 THRU: 08/31/2012 ✓

SECTION I. SCOPE OF WORK:

CONTRACTOR shall improve or strengthen local public health infrastructure within the State of Texas by:

- Developing objective(s) to address a public health issue;
- Utilizing resources provided through this contract Attachment to conduct activities and services that provide or support the delivery of essential public health services;
- Assessing, monitoring, and evaluating the essential public health activities and services provided through this Program Attachment; and
- Developing strategies to improve the delivery of essential public health service(s) to identified service area.

These tasks shall be performed in accordance with Department of State Health Services (DSHS) Division for Regional and Local Health Services Interlocal Application. The assessment and/or evaluation activities must include measurable standards. Acceptable standards include the National Public Health Performance Standards approved by the Centers for Disease Control and Prevention, Performance Standards developed by the Texas Association of Local Health Officials, Healthy People 2010, and any federal, state or local law or regulation governing the delivery of essential public health services. Other evaluation methods utilizing standards not listed in this Program Attachment must be pre-approved by DSHS.

CONTRACTOR shall comply with all applicable federal and state laws, rules, regulations and standards including, but not limited to, the following:

- Chapter 23-11 of the Healthy People 2010;
- Section 121.002, Texas Health & Safety Code, definition of ten essential public health services;
- Government Code, Section 403.1055, "Permanent Fund for Children and Public Health".

CONTRACTOR shall not use funds from the Permanent Fund for Children and Public Health for lobbying expenses under the Government Code, Section 403.1067.

CONTRACTOR shall comply with all applicable regulations, standards, and guidelines in effect on the beginning date of this Program Attachment.

DSHS shall inform CONTRACTOR in writing of any changes to applicable federal and state laws, rules, regulations, standards and guidelines. CONTRACTOR shall comply with the amended law, rule, regulation, standard or guideline except that CONTRACTOR shall inform DSHS Program in writing if it shall not continue performance under this contract Attachment within thirty (30) days of receipt of an amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

SECTION II. PERFORMANCE MEASURES

CONTRACTOR shall complete the PERFORMANCE MEASURES as stated in the CONTRACTOR'S FY12 Local Public Health Service (LPHS) Service Delivery Plan, and as agreed upon by DSHS, hereby attached as Exhibit A.

CONTRACTOR shall provide activities and services as submitted by CONTRACTOR in the following county(ies)/area: Hidalgo

SECTION III. SOLICITATION DOCUMENT: Exempt – Governmental Entity

SECTION IV. RENEWALS: N/A

SECTION V. PAYMENT METHOD: Cost Reimbursement

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and include acceptable supporting documentation of the required services/deliverables if indicated in the attached Exhibit A. Vouchers and supporting documentation can be faxed to Claims Processing Unit at (512) 458-7442. The email address is invoices@dshs.state.tx.us.

Invoices and supporting documentation shall be submitted to the following address:

Department of State Health Services
Fiscal Claims Processing Unit
P.O. Box 149347, MC 1940
Austin, Texas 78714-9147

SECTION VII. BUDGET:

SOURCE OF FUNDS: State

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, Section **1.03 Reporting** Article, are revised to include the following paragraph:

Contractor shall submit quarterly and final performance reports that describe progress toward achieving the objectives contained in approved Contractor's Service Delivery Plan and any written revisions. Contractor shall submit the performance reports by the end of the month following the end of each quarter, in a format to be provided by DSHS. Failure to submit a required report of additional requested information by the due date specified in the Program Attachment (s) or upon request constitutes breach of contract, may result in delay payment, and may adversely affect evaluation of Contractor's future contracting opportunities with the department. Reports should be sent electronically to: LocalPHTeam@dshs.state.tx.us or by facsimile to 512-458-7154. A copy of the report should be sent to the respective DSHS Health Service Region, Attention: Deputy Regional Director. The report signature page should be sent via mail to:

DSHS Regional and Local Health Services
Attn: Local Services Team
1100 West 49th Street
P.O. BOX 149347 MC1908
Austin, Texas, 78714-9347.

General Provisions, Section 12.01 **Responsibilities and Restrictions Concerning Governing Board, Officers and Employees**, is not applicable to this program Attachment.

2012-039525-001

Categorical Budget:

PERSONNEL	$63,025.00
FRINGE BENEFITS	$19,569.00
TRAVEL	$0.00
EQUIPMENT	$0.00
SUPPLIES	$19,809.44
CONTRACTUAL	$0.00
OTHER	$0.00
TOTAL DIRECT CHARGES	$102,403.44
INDIRECT CHARGES	$0.00
TOTAL	$102,403.44
DSHS SHARE	$102,403.44
CONTRACTOR SHARE	$0.00
OTHER MATCH	$0.00

Total reimbursements will not exceed $102,403.44

Financial status reports are due: 12/30/2011, 03/30/2012, 07/02/2012, 10/30/2012

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

Signature

Date

Print Name of Authorized Individual

2012-039525

Application or Contract Number

HIDALGO COUNTY HEALTH & HUMAN SERVICES

Organization Name

EXHIBIT A

Texas Department of State Health Services

Local Health Department: Hidalgo County Health & Human Services Department

FY 2012 Request for Local Public Health Services Funds
Project Service Delivery Plan

Contract Term: September 1, 2011 through August 31, 2012

Indicate in this plan how requested Local Public Health Services (LPHS) contract funds will be used to address a public health issue through essential public health services. The plan should include a brief description of the public health issue(s) or public health program to be addressed by LPHS funded staff, and measurable objective(s) and activities for addressing the issue. List only public health issues/programs, objectives and activities conducted and supported by LPHS funded staff. List at least one objective and subsequent required information for each public health issue or public health program that will be addressed with these contract funds. The plan must also describe a clear method for evaluating the services that will be provided, including identification of a specific evaluation standard, as well as recommendations or plans for improving essential public health services delivery based on the results of the evaluation. Complete the table below for each public health issue or public health program addressed by LPHS funded staff. (Make additional copies of the table as needed)

Public Health Issue: ***Briefly describe the public health issue to be addressed. Number issues if more than one issue will be addressed.***

1. To continue to enhance, develop and promote programs that support individual and community efforts to improve health.
2. To continue to develop and implement quality assurance policies to assure a competent public health and personal health care work force.

Essential Public Health Service(s): ***List the EPHS(s) that will be provided or supported with LPHS Contract funds***

EPHS 3) Inform, educate, and empower people about health status.

EPHS 8) Assure a competent public health and personal health care workforce

Objective(s): ***List at least one measurable objective to be achieved with resources funded through this contract. Number all objectives to match issue being addressed. Ex: 1.1, 1.2, 2.1, 2.2, etc.)***

1.1 During FY 12, the HCHHSD will empower the community to emprove their health status by being actively involved in providing health education in promoting wellness and disease prevention.

2.2 During FY 12, the HCHHSD will assure a competent public health and personal health care workforce.

Performance Measure: ***List the performance measure that will be used to determine if the objective has been met. List a performance measure for each objective listed above.***

1.1 During FY 12, the HCHHSD will continue to educate and empower the community, students in public schools, health clinics and agency workforce on tobacco prevention and cessation, disease prevention, and health promotion.

2.2 During FY 12, 100% of the HCHHSD professional staff will be in compliance with professional licensure, certifications, and yearly required trainings.

Activities *List the activities conducted to meet the proposed objective. Use numbering system to designate match between issues/programs and objectives.*	**Evaluation and Improvement Plan** *List the standard and describe how it is used to evaluate the activities conducted. This can be a local, state or federal guideline.*	**Deliverable** *Describe the tangible evidence that the activity was completed.*
1.1.1 The PHIT will develop health, wellness, &	1.1.1 The DON will monitor & evaluate educational	1.1.1. The DON & PHS will maintain a

disease prevention educational programs (power points, video's, DVD's) for community presentations.	programs presented to the community thru post-presentation participant evaluations.	library of all developed educational materials and will secure & keep on file the monthly activity reports.
1.1.2 The PHIT will develop specific program modules (power points, video's DVD's) for the department's professional staff quarterly/yearly trainings.	1.1.2 The DON will monitor & evaluate the training programs thru professional staff post-training evaluations.	1.1.2. The DON will maintain the agenda's & sign up sheets of trainings conducted on file.
2.2.1- The PHS & Outreach Specialist will continue to provide individual & group health education promoting wellness & disease prevention in the health clinics & in the community.	2.21- 2.2.2. The DON will utilize the States Healthy People 2020 objectives for cardiac & cancer disease prevention.	2.2.1 &2.2.2 Monthly schedules of daily activities are maintained and on file by the PHS. Monthly and quarterly reports are compiled on activities conducted; and, surveys and questionnaires are utilized to measure effectiveness and future planning in all activities.
2.2.2 The PHS & Outreach Specialist will continue to participate in health fairs in the community promoting wellness and disease prevention.		
2.2.3 The PHS will continue to collaborate with community agencies and schools in developing activities to promote the program prevention/cessation of tobacco use.	2.2.3 The standards/laws from state, local and federal on tobacco use regulations will be re-inforced. PHS will evaluate feed back from surveys/questionnaires collected from community sites on personal daily living and tobacco use.	2.2.3 – The monthly schedules of daily activities are maintained & kept on file by the PHS.
3.3.1 The DON & Adm. Secretary will continue to secure & update required licensure from Health Department professional personnel yearly.	3.3.1 The HCHHSD Director of Nursing and Adm. Secretary will ensure compliance of Texas Board of Nursing Standards by maintaining licenses of all professional current and secure in personnel file, yearly.	3.3.1 & 3.3.2- Required licenses/certifications of professional and assigned personnel are secured and on file at the Department's Central Office by the DON & Administrative Secretary.
3.3.2- The DON & Adm. Secretary will continue to secure and update required certifications (i.e. CPR, Vision & Hearing) from the Health Department professional and support personnel, as needed.	3.3.2- The HCHHSD Director of Nursing and Adm. Secretary will ensure all professional & support staff maintain certifications for CPR, Vision/Hearing and C/M are kept current as per DSHS standards.	
3.3.3- The DON & ADON will continue to provide and maintain professional and support personnel educated/trained on required health issues (i.e. infection control, family violence, clinical policies and procedures).	3.3.3.- The HCHHSD Director of Nursing and Assistant Director of Nursing will schedule trainings for professional & support staff as per Health Department Staff Development Policies; and will conduct yearly (and as needed) job performance evaluations which will be used to measure staff development needs on an ongoing basis.	3.3.3- Professional and assigned personnel trainings/in-services agenda's/ minutes and registration lists are kept on file by the DON. The department Staff Development Plan is kept current by the DON; and made accessible to all clinic personnel.

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2012-039525 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY HEALTH & HUMAN SERVICES (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $102,403.44, and the payment method(s) shall be as specified in the Program Attachments.

3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. **Term of the Contract.** This Contract begins on 09/01/2011 and ends on 08/31/2012. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. **Documents Forming Contract.** The Contract consists of the following:

   a. Core Contract (this document)
   b. Program Attachments:

      2012-039525-001 RLSS-LOCAL PUBLIC HEALTH SYSTEM

   c. General Provisions (Sub-recipient)

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: HIDALGO COUNTY
Address: HIDALGO COUNTY TREASURER 2810 S BUSINESS 281
EDINBURG, TX 78539-6243
Vendor Identification Number: 17460007176060

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES	HIDALGO COUNTY HEALTH & HUMAN SERVICES
By:_____ Signature of Authorized Official	By:_____ Signature
_____ Date	_____ Date
Bob Burnette, C.P.M., CTPM	_____ Printed Name and Title
Director, Client Services Contracting Unit	_____ Address
1100 WEST 49TH STREET AUSTIN, TEXAS 78756	_____ City, State, Zip
(512) 458-7470	_____ Telephone Number
Bob.Burnette@dshs.state.tx.us	_____ E-mail Address for Official Correspondence

DOCUMENT NO. 2012-039525-
ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000377302

CONTRACTOR: HIDALGO COUNTY HEALTH & HUMAN SERVICES

DSHS PROGRAM: RLSS-LOCAL PUBLIC HEALTH SYSTEM

TERM: 09/01/2011 THRU: 08/31/2012

SECTION I. SCOPE OF WORK:

CONTRACTOR shall improve or strengthen local public health infrastructure within the State of Texas by:

- Developing objective(s) to address a public health issue;
- Utilizing resources provided through this contract Attachment to conduct activities and services that provide or support the delivery of essential public health services;
- Assessing, monitoring, and evaluating the essential public health activities and services provided through this Program Attachment; and
- Developing strategies to improve the delivery of essential public health service(s) to identified service area.

These tasks shall be performed in accordance with Department of State Health Services (DSHS) Division for Regional and Local Health Services Interlocal Application. The assessment and/or evaluation activities must include measurable standards. Acceptable standards include the National Public Health Performance Standards approved by the Centers for Disease Control and Prevention, Performance Standards developed by the Texas Association of Local Health Officials, Healthy People 2010, and any federal, state or local law or regulation governing the delivery of essential public health services. Other evaluation methods utilizing standards not listed in this Program Attachment must be pre-approved by DSHS.

CONTRACTOR shall comply with all applicable federal and state laws, rules, regulations and standards including, but not limited to, the following:

- Chapter 23-11 of the Healthy People 2010;
- Section 121.002, Texas Health & Safety Code, definition of ten essential public health services;
- Government Code, Section 403.1055, "Permanent Fund for Children and Public Health".

CONTRACTOR shall not use funds from the Permanent Fund for Children and Public Health for lobbying expenses under the Government Code, Section 403.1067.

CONTRACTOR shall comply with all applicable regulations, standards, and guidelines in effect on the beginning date of this Program Attachment.

DSHS shall inform CONTRACTOR in writing of any changes to applicable federal and state laws, rules, regulations, standards and guidelines. CONTRACTOR shall comply with the amended law, rule, regulation, standard or guideline except that CONTRACTOR shall inform DSHS Program in writing if it shall not continue performance under this contract Attachment within thirty (30) days of receipt of an amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

SECTION II. PERFORMANCE MEASURES

CONTRACTOR shall complete the PERFORMANCE MEASURES as stated in the CONTRACTOR'S FY12 Local Public Health Service (LPHS) Service Delivery Plan, and as agreed upon by DSHS, hereby attached as Exhibit A.

CONTRACTOR shall provide activities and services as submitted by CONTRACTOR in the following county(ies)/area: Hidalgo

SECTION III. SOLICITATION DOCUMENT: Exempt – Governmental Entity

SECTION IV. RENEWALS: N/A

SECTION V. PAYMENT METHOD: Cost Reimbursement

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and include acceptable supporting documentation of the required services/deliverables if indicated in the attached Exhibit A. Vouchers and supporting documentation can be faxed to Claims Processing Unit at (512) 458-7442. The email address is invoices@dshs.state.tx.us.

Invoices and supporting documentation shall be submitted to the following address:

Department of State Health Services
Fiscal Claims Processing Unit
P.O. Box 149347, MC 1940
Austin, Texas 78714-9147

SECTION VII. BUDGET:

SOURCE OF FUNDS: State

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, Section **1.03 Reporting** Article, are revised to include the following paragraph:

Contractor shall submit quarterly and final performance reports that describe progress toward achieving the objectives contained in approved Contractor's Service Delivery Plan and any written revisions. Contractor shall submit the performance reports by the end of the month following the end of each quarter, in a format to be provided by DSHS. Failure to submit a required report of additional requested information by the due date specified in the Program Attachment (s) or upon request constitutes breach of contract, may result in delay payment, and may adversely affect evaluation of Contractor's future contracting opportunities with the department. Reports should be sent electronically to: LocalPHTeam@dshs.state.tx.us or by facsimile to 512-458-7154. A copy of the report should be sent to the respective DSHS Health Service Region, Attention: Deputy Regional Director. The report signature page should be sent via mail to:

DSHS Regional and Local Health Services
Attn: Local Services Team
1100 West 49th Street
P.O. BOX 149347 MC1908
Austin, Texas, 78714-9347.

General Provisions, Section 12.01 **Responsibilities and Restrictions Concerning Governing Board, Officers and Employees**, is not applicable to this program Attachment.

2012-039525-001

Categorical Budget:

PERSONNEL	$63,025.00
FRINGE BENEFITS	$19,569.00
TRAVEL	$0.00
EQUIPMENT	$0.00
SUPPLIES	$19,809.44
CONTRACTUAL	$0.00
OTHER	$0.00
TOTAL DIRECT CHARGES	$102,403.44
INDIRECT CHARGES	$0.00
TOTAL	$102,403.44
DSHS SHARE	$102,403.44
CONTRACTOR SHARE	$0.00
OTHER MATCH	$0.00

Total reimbursements will not exceed $102,403.44

Financial status reports are due: 12/30/2011, 03/30/2012, 07/02/2012, 10/30/2012

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

Signature

Date

Print Name of Authorized Individual

2012-039525

Application or Contract Number

HIDALGO COUNTY HEALTH & HUMAN SERVICES

Organization Name

EXHIBIT A

Texas Department of State Health Services

Local Health Department: Hidalgo County Health & Human Services Department

FY 2012 Request for Local Public Health Services Funds
Project Service Delivery Plan

Contract Term: September 1, 2011 through August 31, 2012

Indicate in this plan how requested Local Public Health Services (LPHS) contract funds will be used to address a public health issue through essential public health services. The plan should include a brief description of the public health issue(s) or public health program to be addressed by LPHS funded staff, and measurable objective(s) and activities for addressing the issue. List only public health issues/programs, objectives and activities conducted and supported by LPHS funded staff. List at least one objective and subsequent required information for each public health issue or public health program that will be addressed with these contract funds. The plan must also describe a clear method for evaluating the services that will be provided, including identification of a specific evaluation standard, as well as recommendations or plans for improving essential public health services delivery based on the results of the evaluation. Complete the table below for each public health issue or public health program addressed by LPHS funded staff. (Make additional copies of the table as needed)

Public Health Issue: ***Briefly describe the public health issue to be addressed. Number issues if more than one issue will be addressed.***

1. To continue to enhance, develop and promote programs that support individual and community efforts to improve health.
2. To continue to develop and implement quality assurance policies to assure a competent public health and personal health care work force.

Essential Public Health Service(s): ***List the EPHS(s) that will be provided or supported with LPHS Contract funds***

EPHS 3) Inform, educate, and empower people about health status.

EPHS 8) Assure a competent public health and personal health care workforce

Objective(s): ***List at least one measurable objective to be achieved with resources funded through this contract. Number all objectives to match issue being addressed. Ex: 1.1, 1.2, 2.1, 2.2, etc.)***

1.1 During FY 12, the HCHHSD will empower the community to emprove their health status by being actively involved in providing health education in promoting wellness and disease prevention.

2.2 During FY 12, the HCHHSD will assure a competent public health and personal health care workforce.

Performance Measure: ***List the performance measure that will be used to determine if the objective has been met. List a performance measure for each objective listed above.***

1.1 During FY 12, the HCHHSD will continue to educate and empower the community, students in public schools, health clinics and agency workforce on tobacco prevention and cessation, disease prevention, and health promotion.

2.2 During FY 12, 100% of the HCHHSD professional staff will be in compliance with professional licensure, certifications, and yearly required trainings.

Activities *List the activities conducted to meet the proposed objective. Use numbering system to designate match between issues/programs and objectives.*	**Evaluation and Improvement Plan** *List the standard and describe how it is used to evaluate the activities conducted. This can be a local, state or federal guideline.*	**Deliverable** *Describe the tangible evidence that the activity was completed.*
1.1.1 The PHIT will develop health, wellness, &	1.1.1 The DON will monitor & evaluate educational	1.1.1. The DON & PHS will maintain a

disease prevention educational programs (power points, video's, DVD's) for community presentations.	programs presented to the community thru post-presentation participant evaluations.	library of all developed educational materials and will secure & keep on file the monthly activity reports.
1.1.2 The PHIT will develop specific program modules (power points, video's DVD's) for the department's professional staff quarterly/yearly trainings.	1.1.2 The DON will monitor & evaluate the training programs thru professional staff post-training evaluations.	1.1.2. The DON will maintain the agenda's & sign up sheets of trainings conducted on file.
2.2.1- The PHS & Outreach Specialist will continue to provide individual & group health education promoting wellness & disease prevention in the health clinics & in the community.	2.21- 2.2.2. The DON will utilize the States Healthy People 2020 objectives for cardiac & cancer disease prevention.	2.2.1 &2.2.2 Monthly schedules of daily activities are maintained and on file by the PHS. Monthly and quarterly reports are compiled on activities conducted; and, surveys and questionnaires are utilized to measure effectiveness and future planning in all activities.
2.2.2 The PHS & Outreach Specialist will continue to participate in health fairs in the community promoting wellness and disease prevention.		
2.2.3 The PHS will continue to collaborate with community agencies and schools in developing activities to promote the program prevention/cessation of tobacco use.	2.2.3 The standards/laws from state, local and federal on tobacco use regulations will be re-inforced. PHS will evaluate feed back from surveys/questionnaires collected from community sites on personal daily living and tobacco use.	2.2.3 – The monthly schedules of daily activities are maintained & kept on file by the PHS.
3.3.1 The DON & Adm. Secretary will continue to secure & update required licensure from Health Department professional personnel yearly.	3.3.1 The HCHHSD Director of Nursing and Adm. Secretary will ensure compliance of Texas Board of Nursing Standards by maintaining licenses of all professional current and secure in personnel file, yearly.	3.3.1 & 3.3.2- Required licenses/certifications of professional and assigned personnel are secured and on file at the Department's Central Office by the DON & Administrative Secretary.
3.3.2- The DON & Adm. Secretary will continue to secure and update required certifications (i.e. CPR, Vision & Hearing) from the Health Department professional and support personnel, as needed.	3.3.2- The HCHHSD Director of Nursing and Adm. Secretary will ensure all professional & support staff maintain certifications for CPR, Vision/Hearing and C/M are kept current as per DSHS standards.	
3.3.3- The DON & ADON will continue to provide and maintain professional and support personnel educated/trained on required health issues (i.e. infection control, family violence, clinical policies and procedures).	3.3.3.- The HCHHSD Director of Nursing and Assistant Director of Nursing will schedule trainings for professional & support staff as per Health Department Staff Development Policies; and will conduct yearly (and as needed) job performance evaluations which will be used to measure staff development needs on an ongoing basis.	3.3.3- Professional and assigned personnel trainings/in-services agenda's/ minutes and registration lists are kept on file by the DON. The department Staff Development Plan is kept current by the DON; and made accessible to all clinic personnel.

AI-28318 18. 0.

CC REGULAR

Meeting Date: 09/06/2011

Submitted For: Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

RLSS / LPHS Grant (1293):

1. Requesting authorization to accept the attached RLSS / LPHS grant contract #2012-039525-001 in the amoúnt of $102,403.44 for the period of 09/01/2011 to 08/31/2012.

2. Approval of the Certification of Revenue as certified by the County Auditor

3. Approval of the attached RLSS / LPHS Grant Budget Appropriation

4. Approval to create one (1) full-time Public Health Technician I, slot no. G005, grade 10.

5. Approval of salary schedule.

BACKGROUND

Authorization to renew the RLSS / LPHS grant for FY 12 was granted by CC on 01/18/11 through AI-24779.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 1-1293-441-00-340-006-2-XXX

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

BUDGETARY IMPACT:

No local matching funding required.

Attachments

Grant Contract
Budget Appropriation
Salary Budget Schedule

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/29/2011 04:09 PM
Budget & Management	Merlen P. Munoz	08/29/2011 04:09 PM
Sylvia Solis		
Manuel Chapa		
Auditor's Office		
Purchasing Department		

Form Started By: Mike Escaname Started On: 08/29/2011 03:23 PM

DATE: September 01, 2011

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 1-1293-441-00-340-006-2-XXX RLSS / LPHS

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
1-1293-441-00-340-006-2-113	RLSS / LPHS - Reg F/T Employees	$ 63,025.00
Fringes		
1-1293-441-00-340-006-2-211	RLSS / LPHS - Health Insurance	$ 7,188.00
1-1293-441-00-340-006-2-212	RLSS / LPHS - Life Insurance	$ 47.00
1-1293-441-00-340-006-2-220	RLSS / LPHS - FICA	$ 4,821.00
1-1293-441-00-340-006-2-230	RLSS / LPHS - Retirement	$ 6,050.00
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1-1293-441-00-340-006-2-260	RLSS / LPHS - Workers Comp	$ 832.00
Supplies		
1-1293-441-00-340-006-2-601	RLSS / LPHS - Office & Computer Supplies	$ 9,905.00
1-1293-441-00-340-006-2-603	RLSS / LPHS - Educational / Instructional Supplies	$ 9,904.44
	TOTAL APPROPRIATION	$ 102,403.44
1-1293-334-10-340-006-2-000	RLSS / LPHS - Grant Revenue	$ 102,403.44
	TOTAL APPROPRIATION	$ 102,403.44

REASON: To appropriate the RLSS / LPHS grant monies.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S CC DATE ATTEST CO. CLERK

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: RLSS/LPHS (340-006) DATE: 8/30/2011

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: G005

REQUESTED POSITION TITLE: PUBLIC HEALTH TECHNICIAN I

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 34,360.00 (Grade 9/ Step 1) (Proposed Budgeted Salary) $ 34,360.00 (Net Change)

Position to be funded from one of the following:

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

☒ Other RLSS/LPHS GRANT APPROPRIATION OF FUNDS

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

The position for the Public Health Technician I is essential for the development and implementation of educational materials for disease prevention Education to Hidalgo County residents. The demand in this area has increased due to the increase in population in the county. In addition to Disseminating public health information to the community, this position will also create educational materials and maintain public health files.

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

Develops and performs essential public health educational functions such as communicable disease awareness, obesity / diabetes prevention, education with emphasis on cancer & cardiac disease preventable diseases and, various public health awareness topics. The position will take the lead in creating materials, i.e. educational materials, newsletters, digital photo and video journals, etc.

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	08/30/11 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	X YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	8/31/2011 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	AUG 31 2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2012-039525 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY HEALTH & HUMAN SERVICES (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $102,403.44, and the payment method(s) shall be as specified in the Program Attachments.

3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. **Term of the Contract.** This Contract begins on 09/01/2011 and ends on 08/31/2012. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. **Documents Forming Contract.** The Contract consists of the following:

   a. Core Contract (this document)
   b. Program Attachments:

      2012-039525-001 RLSS-LOCAL PUBLIC HEALTH SYSTEM

   c. General Provisions (Sub-recipient)

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: HIDALGO COUNTY
Address: HIDALGO COUNTY TREASURER 2810 S BUSINESS 281
EDINBURG, TX 78539-6243
Vendor Identification Number: 17460007176060

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES	HIDALGO COUNTY HEALTH & HUMAN SERVICES
By:_____	By:_____
Signature of Authorized Official	Signature
_____	_____
Date	Date
Bob Burnette, C.P.M., CTPM	_____
	Printed Name and Title
Director, Client Services Contracting Unit	_____
	Address
1100 WEST 49TH STREET	_____
AUSTIN, TEXAS 78756	City, State, Zip
(512) 458-7470	_____
	Telephone Number
Bob.Burnette@dshs.state.tx.us	_____
	E-mail Address for Official Correspondence

DOCUMENT NO. 2012-039525-
ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000377302

CONTRACTOR: HIDALGO COUNTY HEALTH & HUMAN SERVICES

DSHS PROGRAM: RLSS-LOCAL PUBLIC HEALTH SYSTEM

TERM: 09/01/2011 THRU: 08/31/2012

SECTION I. SCOPE OF WORK:

CONTRACTOR shall improve or strengthen local public health infrastructure within the State of Texas by:

- Developing objective(s) to address a public health issue;
- Utilizing resources provided through this contract Attachment to conduct activities and services that provide or support the delivery of essential public health services;
- Assessing, monitoring, and evaluating the essential public health activities and services provided through this Program Attachment; and
- Developing strategies to improve the delivery of essential public health service(s) to identified service area.

These tasks shall be performed in accordance with Department of State Health Services (DSHS) Division for Regional and Local Health Services Interlocal Application. The assessment and/or evaluation activities must include measurable standards. Acceptable standards include the National Public Health Performance Standards approved by the Centers for Disease Control and Prevention, Performance Standards developed by the Texas Association of Local Health Officials, Healthy People 2010, and any federal, state or local law or regulation governing the delivery of essential public health services. Other evaluation methods utilizing standards not listed in this Program Attachment must be pre-approved by DSHS.

CONTRACTOR shall comply with all applicable federal and state laws, rules, regulations and standards including, but not limited to, the following:

- Chapter 23-11 of the Healthy People 2010;
- Section 121.002, Texas Health & Safety Code, definition of ten essential public health services;
- Government Code, Section 403.1055, “Permanent Fund for Children and Public Health”.

CONTRACTOR shall not use funds from the Permanent Fund for Children and Public Health for lobbying expenses under the Government Code, Section 403.1067.

CONTRACTOR shall comply with all applicable regulations, standards, and guidelines in effect on the beginning date of this Program Attachment.

DSHS shall inform CONTRACTOR in writing of any changes to applicable federal and state laws, rules, regulations, standards and guidelines. CONTRACTOR shall comply with the amended law, rule, regulation, standard or guideline except that CONTRACTOR shall inform DSHS Program in writing if it shall not continue performance under this contract Attachment within thirty (30) days of receipt of an amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

SECTION II. PERFORMANCE MEASURES

CONTRACTOR shall complete the PERFORMANCE MEASURES as stated in the CONTRACTOR'S FY12 Local Public Health Service (LPHS) Service Delivery Plan, and as agreed upon by DSHS, hereby attached as Exhibit A.

CONTRACTOR shall provide activities and services as submitted by CONTRACTOR in the following county(ies)/area: Hidalgo

SECTION III. SOLICITATION DOCUMENT: Exempt – Governmental Entity

SECTION IV. RENEWALS: N/A

SECTION V. PAYMENT METHOD: Cost Reimbursement

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and include acceptable supporting documentation of the required services/deliverables if indicated in the attached Exhibit A. Vouchers and supporting documentation can be faxed to Claims Processing Unit at (512) 458-7442. The email address is invoices@dshs.state.tx.us.

Invoices and supporting documentation shall be submitted to the following address:

Department of State Health Services
Fiscal Claims Processing Unit
P.O. Box 149347, MC 1940
Austin, Texas 78714-9147

SECTION VII. BUDGET:

SOURCE OF FUNDS: State

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, Section **1.03 Reporting** Article, are revised to include the following paragraph:

Contractor shall submit quarterly and final performance reports that describe progress toward achieving the objectives contained in approved Contractor's Service Delivery Plan and any written revisions. Contractor shall submit the performance reports by the end of the month following the end of each quarter, in a format to be provided by DSHS. Failure to submit a required report of additional requested information by the due date specified in the Program Attachment (s) or upon request constitutes breach of contract, may result in delay payment, and may adversely affect evaluation of Contractor's future contracting opportunities with the department. Reports should be sent electronically to: LocalPHTeam@dshs.state.tx.us or by facsimile to 512-458-7154. A copy of the report should be sent to the respective DSHS Health Service Region, Attention: Deputy Regional Director. The report signature page should be sent via mail to:

DSHS Regional and Local Health Services
Attn: Local Services Team
1100 West 49th Street
P.O. BOX 149347 MC1908
Austin, Texas, 78714-9347.

General Provisions, Section 12.01 **Responsibilities and Restrictions Concerning Governing Board, Officers and Employees**, is not applicable to this program Attachment.

2012-039525-001

Categorical Budget:

PERSONNEL	$63,025.00
FRINGE BENEFITS	$19,569.00
TRAVEL	$0.00
EQUIPMENT	$0.00
SUPPLIES	$19,809.44
CONTRACTUAL	$0.00
OTHER	$0.00
TOTAL DIRECT CHARGES	$102,403.44
INDIRECT CHARGES	$0.00
TOTAL	$102,403.44
DSHS SHARE	$102,403.44
CONTRACTOR SHARE	$0.00
OTHER MATCH	$0.00

Total reimbursements will not exceed $102,403.44

Financial status reports are due: 12/30/2011, 03/30/2012, 07/02/2012, 10/30/2012

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant. loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

Signature _____ Date _____

Print Name of Authorized Individual

2012-039525
Application or Contract Number

HIDALGO COUNTY HEALTH & HUMAN SERVICES
Organization Name

EXHIBIT A

Texas Department of State Health Services

Local Health Department: Hidalgo County Health & Human Services Department

FY 2012 Request for Local Public Health Services Funds
Project Service Delivery Plan

Contract Term: September 1, 2011 through August 31, 2012

Indicate in this plan how requested Local Public Health Services (LPHS) contract funds will be used to address a public health issue through essential public health services. The plan should include a brief description of the public health issue(s) or public health program to be addressed by LPHS funded staff, and measurable objective(s) and activities for addressing the issue. List only public health issues/programs, objectives and activities conducted and supported by LPHS funded staff. List at least one objective and subsequent required information for each public health issue or public health program that will be addressed with these contract funds. The plan must also describe a clear method for evaluating the services that will be provided, including identification of a specific evaluation standard, as well as recommendations or plans for improving essential public health services delivery based on the results of the evaluation. Complete the table below for each public health issue or public health program addressed by LPHS funded staff. (Make additional copies of the table as needed)

Public Health Issue: ***Briefly describe the public health issue to be addressed. Number issues if more than one issue will be addressed.***

1. To continue to enhance, develop and promote programs that support individual and community efforts to improve health.
2. To continue to develop and implement quality assurance policies to assure a competent public health and personal health care work force.

Essential Public Health Service(s): ***List the EPHS(s) that will be provided or supported with LPHS Contract funds***

EPHS 3) Inform, educate, and empower people about health status.

EPHS 8) Assure a competent public health and personal health care workforce

Objective(s): ***List at least one measurable objective to be achieved with resources funded through this contract. Number all objectives to match issue being addressed. Ex: 1.1, 1.2, 2.1, 2.2, etc.)***

1.1 During FY 12, the HCHHSD will empower the community to emprove their health status by being actively involved in providing health education in promoting wellness and disease prevention.

2.2 During FY 12, the HCHHSD will assure a competent public health and personal health care workforce.

Performance Measure: ***List the performance measure that will be used to determine if the objective has been met. List a performance measure for each objective listed above.***

1.1 During FY 12, the HCHHSD will continue to educate and empower the community, students in public schools, health clinics and agency workforce on tobacco prevention and cessation, disease prevention, and health promotion.

2.2 During FY 12, 100% of the HCHHSD professional staff will be in compliance with professional licensure, certifications, and yearly required trainings.

Activities *List the activities conducted to meet the proposed objective. Use numbering system to designate match between issues/programs and objectives.*	**Evaluation and Improvement Plan** *List the standard and describe how it is used to evaluate the activities conducted. This can be a local, state or federal guideline.*	**Deliverable** *Describe the tangible evidence that the activity was completed.*
1.1.1 The PHIT will develop health, wellness, &	1.1.1 The DON will monitor & evaluate educational	1.1.1. The DON & PHS will maintain a

disease prevention educational programs (power points, video's, DVD's) for community presentations.	programs presented to the community thru post-presentation participant evaluations.	library of all developed educational materials and will secure & keep on file the monthly activity reports.
1.1.2 The PHIT will develop specific program modules (power points, video's DVD's) for the department's professional staff quarterly/yearly trainings.	1.1.2 The DON will monitor & evaluate the training programs thru professional staff post-training evaluations.	1.1.2. The DON will maintain the agenda's & sign up sheets of trainings conducted on file.
2.2.1- The PHS & Outreach Specialist will continue to provide individual & group health education promoting wellness & disease prevention in the health clinics & in the community.	2.21- 2.2.2. The DON will utilize the States Healthy People 2020 objectives for cardiac & cancer disease prevention.	2.2.1 &2.2.2 Monthly schedules of daily activities are maintained and on file by the PHS. Monthly and quarterly reports are compiled on activities conducted; and, surveys and questionnaires are utilized to measure effectiveness and future planning in all activities.
2.2.2 The PHS & Outreach Specialist will continue to participate in health fairs in the community promoting wellness and disease prevention.		
2.2.3 The PHS will continue to collaborate with community agencies and schools in developing activities to promote the program prevention/cessation of tobacco use.	2.2.3 The standards/laws from state, local and federal on tobacco use regulations will be re-inforced. PHS will evaluate feed back from surveys/questionnaires collected from community sites on personal daily living and tobacco use.	2.2.3 – The monthly schedules of daily activities are maintained & kept on file by the PHS.
3.3.1 The DON & Adm. Secretary will continue to secure & update required licensure from Health Department professional personnel yearly.	3.3.1 The HCHHSD Director of Nursing and Adm. Secretary will ensure compliance of Texas Board of Nursing Standards by maintaining licenses of all professional current and secure in personnel file, yearly.	3.3.1 & 3.3.2- Required licenses/certifications of professional and assigned personnel are secured and on file at the Department's Central Office by the DON & Administrative Secretary.
3.3.2- The DON & Adm. Secretary will continue to secure and update required certifications (i.e. CPR, Vision & Hearing) from the Health Department professional and support personnel, as needed.	3.3.2- The HCHHSD Director of Nursing and Adm. Secretary will ensure all professional & support staff maintain certifications for CPR, Vision/Hearing and C/M are kept current as per DSHS standards.	
3.3.3- The DON & ADON will continue to provide and maintain professional and support personnel educated/trained on required health issues (i.e. infection control, family violence, clinical policies and procedures).	3.3.3.- The HCHHSD Director of Nursing and Assistant Director of Nursing will schedule trainings for professional & support staff as per Health Department Staff Development Policies; and will conduct yearly (and as needed) job performance evaluations which will be used to measure staff development needs on an ongoing basis.	3.3.3- Professional and assigned personnel trainings/in-services agenda's/ minutes and registration lists are kept on file by the DON. The department Staff Development Plan is kept current by the DON; and made accessible to all clinic personnel.

DATE: September 01, 2011

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 1-1293-441-00-340-006-2-XXX RLSS / LPHS

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
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1-1293-441-00-340-006-2-260	RLSS / LPHS - Workers Comp	$ 832.00
Supplies		
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1-1293-441-00-340-006-2-603	RLSS / LPHS - Educational / Instructional Supplies	$ 9,904.44
	TOTAL APPROPRIATION	$ 102,403.44
1-1293-334-10-340-006-2-000	RLSS / LPHS - Grant Revenue	$ 102,403.44
	TOTAL APPROPRIATION	$ 102,403.44

REASON: To appropriate the RLSS / LPHS grant monies.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S CC DATE ATTEST CO. CLERK

RLSS / LPHS FY 12
Grant Application
Salary Budget
09/01/2011 - 08/31/2012
For Budget Purposes Only

Slot #	Employee #	Employee Name	Position Title	Grade & Step Salary	Grade & Step Salary	Actual Salary (General Fund)	Actual Salary (TB Progam)	Hourly Rate Without Raise	Work Hours # of Hours in 2011	Work Hours # of Hours in 2012	2011 Salary Amount from 09/11 - 12/11	2012 Salary Amount from 01/12 - 08/12	Projected Salaries	Fringes FICA (7.65%	Fringes Retirement (9.60%)	Fringes Unemployment (1.00%)	Fringes Workers Comp	Insurance Health Ins.	Insurance Life Ins.	Projected Fringes	Projected Total Salaries
G003	147591	Maria R. Bryan	Public Health Specialist	9 / 3	36,766.00	18,155.00	18,611.00	8.9476	696	1,400	6,227.53	12,526.63	18,754.16	1,434.69	1,800.40	187.54	247.55	2,107.82	13.67	5,791.68	24,545.84
G004	028444	Sylvia N. Rocha	Administrative Assistant III	8 / 4	35,159.00	27,422.00	7,737.00	3.7197	696	1,400	2,588.92	5,207.60	7,796.52	596.43	748.47	77.97	102.91	916.32	5.94	2,448.04	10,244.55
G005	Proposed	Proposed / Vacant	Public Health Technician I	9/1	34,360.00	-	34,360.00	16.5192	1,040	1,056	17,180.00	18,839.04	36,019.04	2,755.46	3,457.83	360.19	475.45	4,164.00	27.00	11,239.93	47,258.97
					106,285.00	**45,577.00**	**60,708.00**				**25,996.45**	**36,573.27**	**62,569.72**	**4,786.58**	**6,006.69**	**625.70**	**825.92**	**7,188.14**	**46.61**	**19,479.64**	**82,049.36**

Notes:

1 No cost of living increase is budgeted.
2 2011 fringe benefit rates are used for 2012 with adjustments to projected new rates for 2012 for Health Ins & Unemployment Comp.
3 Actual work hours in grant period used which total to 2,096 for FY 12.
4 Since G005 is a new position, the pay will change once the probationary period of 6 months has been met.
5 For G005, 1040 work hours are computed at Grade 10 / Step 0; 1056 hours are computed at Grade 10 / Step 1.
6 The difference between the Grade & Step salary and the amount of salary paid by this grant is made up by the salary amount paid by GF.

PUBLIC HEALTH TECHNICIAN I

GRADE: 09

GENERAL DESCRIPTION

Performs routine (journey-level) public health work. Work involves conferring with local health agencies, private physicians, individuals, and community action groups on the treatment, control, or prevention of diseases and injuries. Works under general supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Confers with local health agencies, private physicians, individuals, and community action groups on the treatment, control, or prevention of communicable and chronic diseases

Serves as a public resource in creating awareness of health problems and programs

Disseminates information on public health and health education programs

Participates in planning and conducting health training courses

Evaluates training and education needs to promote the acceptance of public health programs

Assists in formulating definitions, standards, and policies for the effective and efficient rendering of public health services and the enforcement of public health laws and regulations

May evaluate work to improve efficiency and determine program effectiveness

Performs related work as assigned.

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One to two (1-2) years of experience in public health work or related field required. Graduation from an accredited four-year college or university with major course work in social services, public health, or a related field is generally preferred. Two (2) years of experience may be substituted for one (1) year of education.

Bilingual preferred (English/Spanish)

Certificates, Licenses & Registration

Applicant must have a current valid Texas operator's driver's license

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

Knowledge, Skills, and Abilities

Knowledge of social, economic, and public health issues; of public health laws and regulations; of medical terminology; and of educational techniques and procedures.

Ability to interpret public health laws and regulations; to communicate effectively; and to analyze and evaluate public health needs.

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

Agenda Item: 28318

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, September 06, 2011

Summary of request/proposal:
HEALTH DEPT. - RLSS/ LPHS GRANT (1293):
Approval to create one (1) full-time Public Health Technician I position, slot # G005, grade 9.

				Current			Proposed			
Fund	Position Title	Slot#	Obj	G	S	Salary	G	S	Salary	Total Requested
1293	PUBLIC HEALTH TECHNICIAN I	G005	113				9	1	34,360.00	34,360.00
						0.00			34,360.00	34,360.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT)		AMOUNT
1-1293-441-00-340-006-2-	113	RLSS/LPHS -	REG F/T EMPLOYEES	$11,497.38
1-1293-441-00-340-006-2-	211	RLSS/LPHS -	HEALTH INSURANCE	$1,204.62
1-1293-441-00-340-006-2-	212	RLSS/LPHS -	LIFE INSURANCE	$9.03
1-1293-441-00-340-006-2-	220	RLSS/LPHS -	FICA	$879.55
1-1293-441-00-340-006-2-	230	RLSS/LPHS -	RETIREMENT	$1,103.75
1-1293-441-00-340-006-2-	250	RLSS/LPHS -	UNEMPLOYMENT COMP	$57.49
1-1293-441-00-340-006-2-	260	RLSS/LPHS -	WORKER'S COMP	$0.00
			2011 BUDGETARY IMPACT:	$14,751.82

2012 Budgetary Impact: **$29,559.50**

Possible Funding Sources: RLSS/ LPHS GRANT FUNDS

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1293-441-00-340-006-1 2

AI - 28318

RLSS LPHS

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
G003	113	PUBLIC HEALTH SPECIALIST	9	3	$36,766.00	$18,611.00	$18,611.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,611.00
G004	113	ADMINISTRATIVE ASSISTANT III	8	4	$35,157.00	$7,737.00	$7,737.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,737.00
		CREATE THE FOLLOWING: ↓											
G005	**113**	**PUBLIC HEALTH TECHNICIAN I**	**9**	**1**	**$34,360.00**	**$34,360.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
				TOTAL	$106,283.00	$60,708.00	$26,348.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,348.00

Approval to create one (1) full-time Public Health Technician I, slot no. G005, grade 9.
Personnel action pending CC approval.

AI-28380 **8. E.**

CC REGULAR

Meeting Date: 09/06/2011

Submitted For: Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting authorization to apply for a Border Binational Health Week grant to take place on October 2012. The funds are aimed to strengthen public health services on the Texas-Mexico Border through planning, coordination and execution of local and regional activities and for the year-round binational planning communication, collaboration and coordination of program activities for Border National Health Week. The grant amount will not exceed $12,550.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Local Matching Funds Required.

Authorization to apply for a Border Binational Health Week grant.

Attachments

RFP

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/02/2011 08:04 AM
Manuel Chapa	Manuel Chapa	09/02/2011 09:01 AM
Auditor's Office	Arcilia Duran	09/02/2011 09:17 AM
Purchasing Department	Marty Salazar	09/02/2011 12:42 PM

Form Started By: Mike Escaname Started On: 09/01/2011 04:56 PM

Final Approval Date: 09/02/2011

Mike Escaname

From: Brenda Salazar [brenda.salazar@hchd.org]
Sent: Thursday, September 01, 2011 5:00 PM
To: 'Mike Escaname'
Subject: FW: Border Binational Health Week 2011 & 2012 Funding Opportunity for Texas Mexico Binational Health Councils
Importance: High

-----Original Message-----
From: DeLaFuente,Edith (DSHS) [mailto:Edith.DeLaFuente@dshs.state.tx.us]
Sent: Thursday, September 01, 2011 4:11 PM
To: gldoriac@hotmail.com; starrcojudge@rgv.rr.com; ANNAVILLARREAL35@AOL.COM; evangelina.rubio@hchd.org; brenda.salazar@mail.hchd.org; sandra.garza@hchd.org; ogarcia1@ci.laredo.tx.us; Blandina Gamez; sdeleon@cob.us; luis.salinas@cob.us
Cc: Mata,Lupita (DSHS); Guerrero,Lupita (DSHS)
Subject: FW: Border Binational Health Week 2011 & 2012 Funding Opportunity for Texas Mexico Binational Health Councils
Importance: High

All,

Attached please find information regarding funding opportunities for Border Binational Health Week 2011 and 2012.

If you have any questions or need any additional assistance, please feel free to contact me at (956) 421-5595.

EDL

From: Martinez,Kathie (DSHS)
Sent: Thursday, September 01, 2011 12:32 PM
To: abotello@saludfronteriza.org.mx; Angie Sanchez-Corral; Arturo Botello Méndez (abotello2009@hotmail.com); 'Arturo Rodríguez'; 'Bea Martinez'; Beulah Mendez; Dayami Fernandez; 'Dr. Arturo Botello Méndez'; Dr. Fermín Pérez Ortiz; Dr. Gerardo Medina Flores; Dr. Héctor F. Gonzáleez; Dr. Héctor Puertas Rincones; Dr. Herbey Faz Ríos; Dr. Jaime Emilio Gutiérrez Serrano; Dr. José Epifanio Borrego Alvarado; Dr. José Epifanio Borrego Alvarado; Dr. José Luis Robles López; Dr. José Vasquez; Dr. Juan Joel Barrientos Duque; Dr. Manuel Jesús Acosta Muñoz; Dr. Víctor Manuel García Fuentes; Dra. Carmen Alicia Peña Morales; Eduardo Olivarez; Garza,Sylvia X (DSHS); Guadalupe Perales; Héctor Mario Guerra; Josie Escalante; Lauren Garcia; Liz Castro; Maldonado,Yolanda (DSHS); Martha Salazar; Waldo Lopez
Cc: Dutton,RJ (DSHS); Bacelis,Jorge L (DSHS); abotello@saludfronteriza.org.mx; Arturo Botello Méndez (abotello2009@hotmail.com); Dr. Abelardo E. García Cantú; Dr. Jorge Sebastián Hernández; eaguilar@saludfronteriza.org.mx; DeLaFuente,Edith (DSHS); Seca,Calixto (DSHS); Ledezma,Elvia (DSHS); Corona Luevanos,Adriana (DSHS); Moreira,Jose (DSHS)
Subject: Border Binational Health Week 2011 & 2012 Funding Opportunity for Texas Mexico Binational Health Councils
Importance: High

The Texas Department of State Health Services (DSHS) Office of Border Health (OBH) announces the availability

of funds, authorized under the United States-México Border Health Commission (BHC) Border Health Improvement Initiative Cooperative Agreement (GH-GHS-11-001). The funds are aimed to (1) strengthen public health services on the Texas-México (Chihuahua, Coahuila, Nuevo Leon, Tamaulipas) Border through the planning, coordination and execution of local and regional activities or events for the BHC's celebration of Border Binational Health Week (BBHW) in October 1-7, 2011 and (2) for the year-round binational planning, communication, collaboration, and coordination of program activities for Border Binational Health Week to take place on October, 2012.

Any Texas–México Binational Health Council may apply for these funds and if approved to receive funds under this cooperative agreement will be required to operate under DSHS and BHC guidelines. They will also be required to include the BHC and DSHS OBH logos in any publication(s) produced through funding by DSHS OBH. Funding requests may not exceed a total budget of $12,550 and must meet the performance measures and standards identified in Form A of the attached funding request.

In order to apply for funds, the attached funding request must be submitted by mail to the Office of Border Health, c/o Jorge Bacelis – Texas Outreach Office (TORO) Coordinator, 1100 W. 49th Street MC 1962, Austin, TX 78756 by 5:00 pm CST, September 9, 2011. Funding requests may also be submitted electronically through HB2010.Proposals@dshs.state.tx.us by 11:00 pm CST, September 9, 2011.

For any questions, please contact the TORO Coordinator, Jorge Bacelis at (512) 776-6569.

El Departamento Estatal de Servicios de Salud de Texas (DSHS), Oficina de Salud Fronteriza (OBH) anuncia la disponibilidad de fondos del Acuerdo de Cooperación para la Iniciativa de Mejorar la Salud Fronteriza (GH-GHS-11-001), autorizados por la Comisión de Salud Fronteriza México-Estados Unidos (CSF). Los fondos son destinados a (1) fortalecer los servicios de salud pública en la frontera de Texas-México (Chihuahua, Coahuila, Nuevo Leon, Tamaulipas) a través de la planificación, coordinación y ejecución de las actividades locales y regionales o eventos de celebración de Semana Binacional de Salud Fronteriza (SBSF) de 1-7 de octubre de 2011 y (2) para la comunicación durante todo el año para la planificación binacional, colaboración y coordinación de las actividades de la Semana Binacional de Salud Fronteriza a realizarse en octubre del 2012.

Cualquier Consejo Binacional de Salud de Texas y México podrán solicitar estos fondos y si son aprobados recibirán los fondos conforme este acuerdo cooperativo se les requerirá operar conforme las directrices del DSHS y de la CSF. También será necesario incluir los logotipos de la CSF y de la OBH del DSHS en cualquier publicación producida mediante financiación por la OBH del DSHS. Las solicitudes de financiación no podrán exceder de un presupuesto total de $12.550 y deben cumplir con los estándares identificados en el formulario A de la solicitud adjunta de financiación y medidas de rendimiento.

A fin de solicitar fondos, los interesados deben presentar su pedido de financiación en anexo por correo a la Oficina de Salud Fronteriza, a/c Jorge Bacelis - Coordinador de la Oficina de Alcance de Texas (TORO), 1100 49th Street, MC 1962, Austin, TX 78756 antes de las 5:00 hs de la tarde del día 9 de septiembre de 2011. Las solicitudes de financiación pueden también presentarse electrónicamente a través del correo electronico HB2010.Proposals@dshs.state.tx.us hasta las 11:00 pm del 9 de septiembre de 2011.

Para cualquier pregunta favor de contactar a Jorge Bacelis, coordinador de TORO al (512) 776-6569.

AI-28349 **9. A.**

CC REGULAR

Meeting Date: 09/06/2011

Submitted For: Emilio de los Santos **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Announcement of VA Health Care System Enrollment Fair to be held on September 13, 2011 from 4-7pm at McAllen Medical Center

BACKGROUND

Attachments

flyer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/31/2011 09:19 AM
Erika Zamora	Erika Zamora	08/31/2011 04:37 PM
Auditor's Office	Arcilia Duran	09/01/2011 04:14 PM
Purchasing Department	Nielda Cavazos	09/01/2011 04:50 PM

Form Started By: Monica Badillo Started On: 08/31/2011 09:11 AM

Final Approval Date: 09/01/2011

VETERANS ROCK

en-ROLLment FAIR

★ Tuesday SEPTEMBER 13TH 4 to 7 p.m. ★

We Remember 9/11

Make sure you're enrolled!*

*** Even if you are already enrolled and are actively receiving healthcare from the VA, you may qualify for other benefits.**

The Starr and Hidalgo County Veterans Service Departments will be on hand to help you enroll for your VA benefits. Just bring your DD214 discharge papers, identification (e.g., drivers license), Social Security number and tax return.

Join us at McAllen Medical Center for:

- ★ music
- ★ food
- ★ cold refreshments
- ★ special guests

Your healthcare is closer to home.

Military veterans can get the healthcare they need here in the Rio Grande Valley at South Texas Health System.

Acute inpatient medical and surgical care
Mental health care
Emergency services

All veterans enrolled in the VA Health Care System are eligible for care under the contract. Services are available at the participating South Texas Health System facilities:

Edinburg Regional Medical Center
Edinburg Regional Rehab Center
McAllen Heart Hospital
McAllen Medical Center
South Texas Behavioral Health Center

301 W. Expressway 83, McAllen, TX

MCALLEN MEDICAL CENTER

A South Texas Health System Facility

Physicians are independent practitioners who are not employees or agents of South Texas Health System. The hospitals shall not be liable for actions or treatments provided by physicians. **111642**

AI-28191 **10. A.**

CC REGULAR

Meeting Date: 09/06/2011

Submitted For: Yvonne Ramon **Submitted By:** Veronica Lopez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

1. Approval and Acceptance of extension for the Help America Vote Act (HAVA) General HAVA Compliance grant. New termination date is 12/31/2012.

2. Approval and Acceptance of extension for the Help America Vote Act (HAVA) County Education Fund grant. New termination date is 12/31/2012.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 1-1283-414-00-130-010-8-XXX

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

BUDGETARY IMPACT:

No budgetary impact. Approval of new termination date (12/31/2012).

Extension of the grant is done on-line only(attached screen shot). No other supporting documentation will be provided from the SOS.

Attachments

HAVA FUNDS ACTIVE

Online Extension Request

HAVA Online Instructions

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/24/2011 04:00 PM
Roland Garcia	Rolando Garcia	08/31/2011 03:43 PM
Auditor's Office	Arcilia Duran	09/01/2011 04:58 PM
Dina Trevino	Merlen P. Munoz	09/02/2011 08:48 AM
Roland Garcia	Rolando Garcia	09/02/2011 09:25 AM
Purchasing Department	Marty Salazar	09/02/2011 12:37 PM

Form Started By: Veronica Lopez Started On: 08/22/2011 04:05 PM

Final Approval Date: 09/02/2011

Sorted by
Last Updated

HAVA Status Report

Start Date: 1/1/2004
End Date: 8/23/2011

County	Purpose Area	Award Amount	Budget Amount	Amount Reimbursed	Amount Available	Extension Status	Grant Status	Approval Status	Last Updated
Hidalgo	General HAVA Compliance	$2,360,964.17	$2,321,747.09	$2,259,577.17	$101,387.00	Requested	Active	PM Approved	8/8/2011 3:42:50 PM
Hidalgo	Voting System Accessibility	$285,000.00	$285,000.00	$285,000.00	$0.00		Active	Data Transferred	11/30/2010 6:31:28 PM
Hidalgo	Voting System Replacement	$303,260.90	$303,260.90	$303,260.90	$0.00		Active	Data Transferred	11/30/2010 6:31:05 PM
Hidalgo	Polling Place Accessibility	$8,500.00	$8,500.00	$8,500.00	$0.00		Active	Data Transferred	12/18/2009 6:00:11 AM
Hidalgo	County Education Fund	$9,000.00	$8,975.09	$8,975.09	$24.91	Requested	Active	Data Transferred	12/18/2009 6:00:11 AM
Hidalgo	Opportunity for Access	$3,000.00	$1,786.48	$1,688.48	$98.00		Active	PM Approved	12/1/2009 11:53:22 AM
Hidalgo	TEAM Compatibility	$15,000.00	$15,000.00	$15,000.00	$0.00		Active	Data Transferred	8/16/2007 6:00:03 AM
1 Counties	**7 Grants**	**$2,984,725.07**	**$2,944,269.56**	**$2,882,001.64**	**$101,509.91**				

Home Excel Print

Help America Vote Act (HAVA)

Office of the Secretary of State State of Texas

Grant Extension Request for Hidalgo County

Home Page | Approval Status | Print

GENERAL INFORMATION

Purpose Area:	General HAVA Compliance
Funding Source:	Title II, Section 251
Funding Amount:	*FY03:* $489,467.18 *FY04*: $1,550,661.99 *FY08/FY09*: $320,835.00 *Total*: $2,360,964.17
Awarding Agencies:	US Election Commission / Texas Secretary of State
Percentage of Funding by Awarding Agencies:	95% Federal / 5% State
CFDA Number:	90.401
Authority:	The availability of funds is authorized by Title II, Section 251 of the Help America Vote Act (HAVA), Public Law 107-252, October 29, 2002; 42 U.S.C. 15301.
Use Of Funds:	Reimbursement of costs for the following purposes:Voter education;Election worker education;Upgrading voting systems (compliance with new federal standards); andAcquiring an accessible voting system in each polling location.
Grant Title:	General HAVA Title III Compliance
Grant Period:	November 8, 2000 thru December 31, 2011 (HAVA Compliant Voting Equipment and Ongoing Operation Costs maintenance, licensing, storage, etc.) and September 1, 2004 thru December 31, 2011 (Voter and Election Worker Education)

HAVA GRANT EXTENSION INFORMATION

Indicate via the checkbox below if you wish to extend the funding availability for this grant.

HAVA GRANT EXTENSION APPLICATION FORM

Request a grant extension for Calendar Year:

☐ December 31, 2012

Submit Cancel

Rolando Garcia

To:	Merlen Munoz; arcy.duran@auditor.co.hidalgo.tx.us; linda.fong@auditor.co.hidalgo.tx.us
Cc:	Erika Zamora; cynthia.careaga@auditor.co.hidalgo.tx.us; Veronica Lopez (veronica.lopez@co.hidalgo.tx.us)
Subject:	RE: Ai-28191

As we found out, the extension is done online only.

For this item, an extension is made on HAVA online as an option to the grantee. No official memo or letter is sent out as with other grants. Veronica Lopez requested information on this from the Secretary of State of Texas, but they only referred her to the website.

****The "user" department chooses to extend the grant online:**

Requesting a HAVA Grant Extension - Windows Internet Explorer

http://www.sos.state.tx.us/elections/hava/grant-extension-instructions.shtml

Agenda Item | Requesting a HAVA Grant...

About the Office | Election Information | Business Filings | Notary Public & Statutory | State Rules & Open Meetings | Uniform Commercial Code | Border & International

Holiday Notice: The Office of the Texas Secretary of State will be closed Monday, September 5th in observance of Labor Day. The office will resume normal operating hours of 8:00 a.m. to 5:00 p.m. September 6th. Electronic filing and searching of business documents via SOSDirect is available 24/7.

Elections And Voter Information

VOTEXAS.ORG

- Voter Information
- About the Elections Division
- Conducting Your Elections
- Candidate Information
- Election Officials and Officeholders
- Election Results
- Help America Vote Act (HAVA) Funding to Counties
- Election Funds Management, (HAVA, Chapter 19 & Primary Finance)
- Texas Election Administration Management (TEAM)
- Project V.O.T.E. for Teachers, Educators and Students
- Voting Systems
- Forms, Resources & Legal Library
- Frequently Asked Questions (FAQs)
- Contact Us

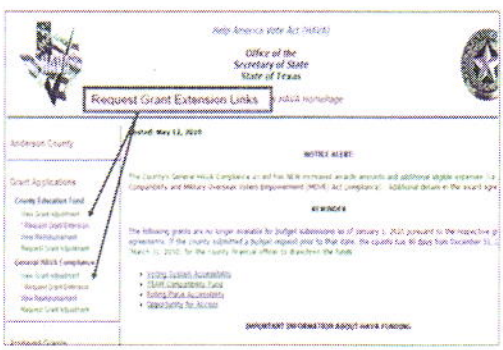
Requesting a HAVA Grant Extension

Here are the steps to requesting a HAVA Grant Extension

STEP 1 - Log into https://hava.tamu.edu using the judge's user ID and password

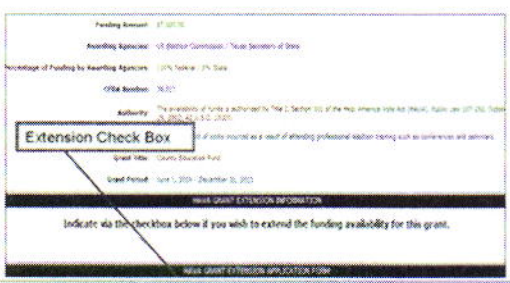
STEP 2 - On the left side of the screen you'll see the various funding areas. Underneath the County Education Fund/General HAVA Compliance (depending on the funding source you are wanting to extend), click on Request Grant Extension

*Important Tip
The county will have to request the grant extension for each active HAVA grant that they wish to extend before the end of the current grant period of December 31, 2011.



(Click image to enlarge)

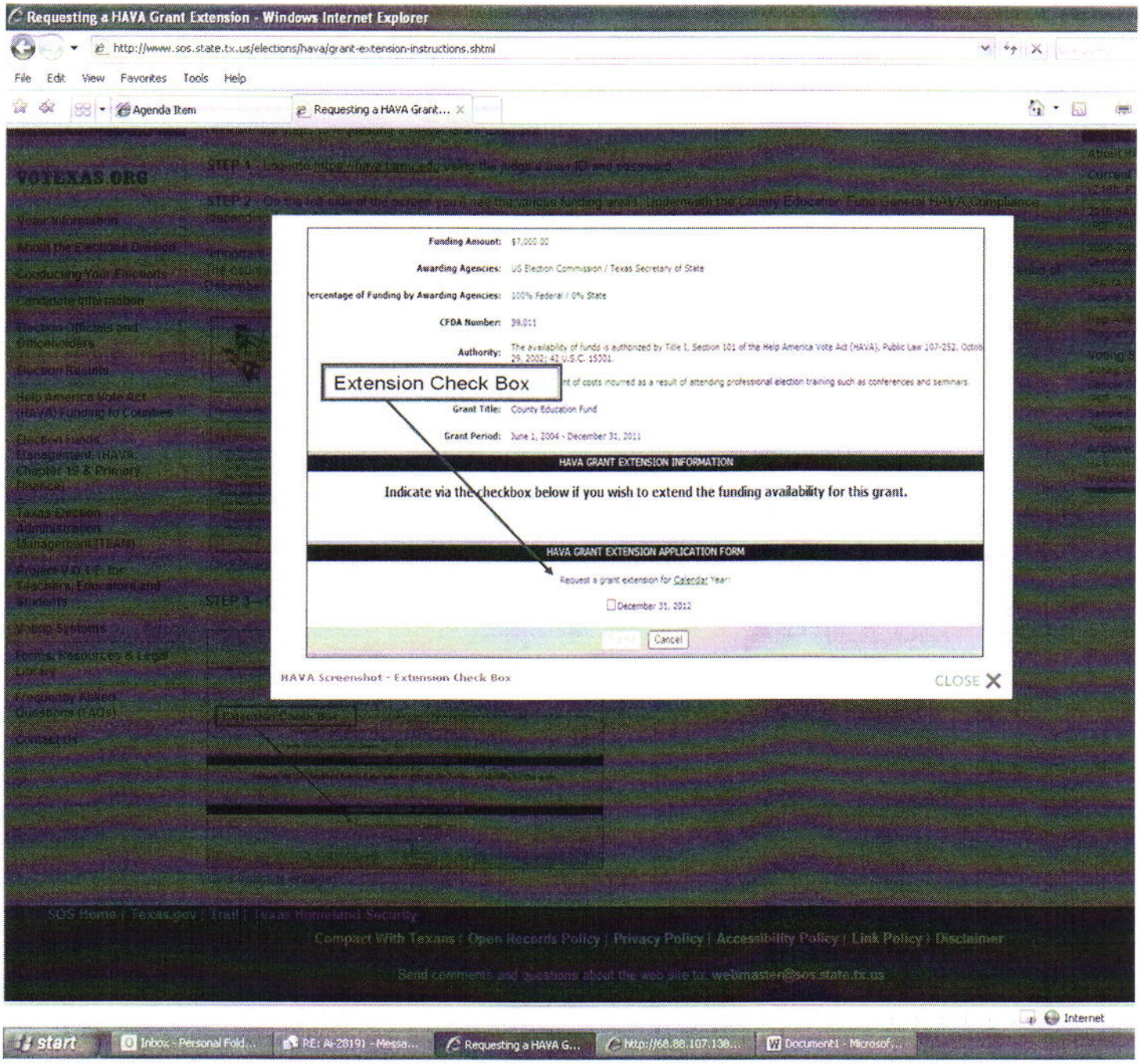
STEP 3 – Once in the extension form, scroll toward the bottom of the page and click the extension check box and then click Submit



About HAV
Current Te (216k, PDF
2010 HAVA (PDF, 44k)
2008-2009 H Certification
(HAVA) Fun income instr
Help America Program Inco
Voting Sys Voting Syste Sample DRE (PDF, 15k) Sample DRE Preclearanc
Archive: HAVA Meeti Memoranda

Internet

start | Inbox - Personal Fold... | RE: AI-28191 - Messa... | Requesting a HAVA G... | http://68.88.107.138...



Rolando Garcia Jr.
Planning Analyst
Department of Budget & Management
Strategic Planning Division
2818 S. Bus.Hwy. 281
Edinburg, Texas 78539
956-292-7025 x.5761

From: Merlen Munoz [mailto:merlen.munoz@co.hidalgo.tx.us]
Sent: Friday, September 02, 2011 8:50 AM

AI-28328 **11. A.**

CC REGULAR

Meeting Date: 09/06/2011

Submitted By: Joann Gonzalez, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Discussion, consideration and action for approval on Interlocal Agreement between Hidalgo County and City of La Villa.

BACKGROUND

As per Joann Gonzalez, Pct. 1, Legal Counsel drafted interlocal agreement and has been approved as to form.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

As per interlocal agreement, City of La Villa will pay for all costs related to animal shelter services. Co. has no obligation to pay; however, the Co. agrees to provide animal control personnel to catch the stray dogs and cats.

No fiscal impact to Co., since animal shelter costs will be paid by the City of La Villa.

Attachments

revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/30/2011 11:42 AM
Ivan Cantu	Ivan Cantu	08/31/2011 10:52 AM
Auditor's Office	Arcilia Duran	09/02/2011 09:59 AM
Dina Trevino	Merlen P. Munoz	09/02/2011 10:31 AM
Ivan Cantu	Ivan Cantu	09/02/2011 10:52 AM
Auditor's Office	Arcilia Duran	09/02/2011 11:20 AM
Ivan Cantu	Ivan Cantu	09/02/2011 04:45 PM
Purchasing Department	Monica Badillo	09/02/2011 04:57 PM

Form Started By: Joann Gonzalez Started On: 08/30/2011 10:15 AM

Final Approval Date: 09/02/2011

STATE OF TEXAS '

'

COUNTY OF HIDALGO '

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO, AND THE CITY OF LA VILLA, TEXAS,

THIS Agreement is made on this the 6th day of September, 2011, by and between the **CITY OF LA VILLA, TEXAS,** hereinafter referred to as "La Villa", and the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as County, pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, La Villa is a [General Rule municipality] located in Hidalgo County, Texas; and

WHEREAS, County is a county in the State of Texas;

WHEREAS, La Villa desires to give permission to County to catch and transport stray cats and dogs within La Villa city limits and County agrees it is in its best interest of the County to catch and transport such stray cats and dogs to a designated animal shelter in order to protect the public health and welfare of the citizens of the County;

WHEREAS, the stray cats and dogs are contributing to the stray animal population in the rural areas of County Precinct No. One.

WHEREAS, County agrees to provide qualified animal control officers and vehicles to catch and transport stray cats and dogs within the La Villa city limits to the extent County has current revenues available to provide such officers and vehicular to support to La Villa;

WHEREAS, La Villa agrees to pay all of the costs established by the designated animal shelter for services provided by the designated animal shelter for any stray dogs and cats caught within the La Villa city limits and transported to the designated animal shelter by the County;

WHEREAS, La Villa and County agree that County will have no obligation to pay any of the costs required by the designated animal shelter for services provided by the designated animal shelter for any stray dogs and cats caught within the La Villa city limits and transported to the designated animal shelter by the County and that the designated animal shelter is aware of and understands this Agreement;

WHEREAS, the County and La Villa are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Tex. Govt. Code 791.001 *et. seq.*, which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

WHEREAS, La Villa will benefit from the County catching and transporting stray dogs and cats within the La Villa city limits to a designated animal shelter; and

WHEREAS, the County has determined it would be in the best interest of the County for the County to catch and transport stray cats and dogs found within the La Villa city limits to a designated animal shelter.

NOW, THEREFORE, La Villa and the County, in consideration of the mutual covenants expressed herein, agree as follows:

1. County agrees to provide qualified personnel to catch and transport stray dogs found within the La Villa city limits to a designated animal shelter and provide the material, labor and equipment necessary for such services.

2. La Villa grants permission to the County to enter the La Villa city limits to catch and transport stray dogs to a designated animal shelter.

3. La Villa agrees to pay all of the costs required by the designated animal shelter for services provided by the designated animal shelter for any stray dogs and cats caught within the La Villa city limits and transported to the designated animal shelter by the County.

4. La Villa agrees that failure to pay the costs required by the designated animal shelter shall constitute grounds for termination of this Agreement by the non-defaulting party and/or the County.

5. Each party agrees to conform to its own applicable laws, regulations, policies, and procedures with respect to the portion of the services under this Agreement performed by each party.

6. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.

7. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

9. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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

If to La Villa:	City La Villa, Texas Attention: Hector Elizondo, Mayor La Villa City Hall 916 S. Mike Chapa/P. O. Box 60 La Villa, Texas 78562
If to County:	Hidalgo County, Texas Attention: Ramon Garcia, County Judge P.O. Box 758 Edinburg, Texas 78540-0758
with copy to :	Joel Quintanilla, Commissioner, Precinct No. 1 1902 Joe Stevens Drive Weslaco, Texas 78596

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

deposited in the United States mail.

11. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

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

14. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

15. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.

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

17. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

18. **Commitment of Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best 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 each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903.

19. **Term and termination period.** The term of this agreement shall continue until either party hereto terminates this agreement without cause on thirty days written notice.

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

CITY OF LA VILLA

Hector Elizondo, Mayor

ATTEST:

City Manager

HIDALGO COUNTY

Ramon Garcia, County Judge

ATTEST:

Arturo Guajadro, Jr. County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY:
Stephen L. Crain

AI-28304 **12. A.**

CC REGULAR

Meeting Date: 09/06/2011

Submitted For: Yoli Cisneros **Submitted By:** Yolanda Cisneros, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Consideration and approval to rescind the following action taken by Commissioners' Court on May 23, 2011 #20/B/2/b AI-26759, for Interlocal Cooperation Agreement Project between Hidalgo County and the City of Pharr, Texas.

BACKGROUND

Attachments

Agreement Project Page

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/29/2011 09:54 AM
Roland Garcia	Rolando Garcia	08/31/2011 09:16 AM
Auditor's Office	Arcilia Duran	09/02/2011 11:11 AM
Dina Trevino	Merlen P. Munoz	09/02/2011 11:13 AM
Roland Garcia	Rolando Garcia	09/02/2011 11:36 AM
Purchasing Department	Marty Salazar	09/02/2011 12:37 PM

Form Started By: Yolanda Cisneros Started On: 08/29/2011 09:17 AM

Final Approval Date: 09/02/2011

STATE OF TEXAS §

COUNTY OF HIDALGO §

APPROVAL OF

INTERLCOAL COOPERATION AGREEMENT

PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project. City desires to assist County in multiple projects to be defined by Mutual Agreement in which both the City and the County would benefit from the outcome of the work (the 'Work"); through an Interlocal Cooperation Agreement to be entered into with Hidalgo County and City of Pharr.

By vote on_____ 2011, the Hidalgo County Commissioners Court has approved the Project identified above.

By: _____

Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, LLP

By: _____

Stephen L. Crain

AI-28344 **12. B.**

CC REGULAR

Meeting Date: 09/06/2011

Submitted For: Yoli Cisneros **Submitted By:** Yolanda Cisneros, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Acceptance and approval of Work Authorization No.4 for Raba-Kistner consultants, Inc. (Contract #C-11-110-04-12) with estimated cost of $8,567.19 for construction material testing on El Dora Road Improvement Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-122-052-0-731

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

BUDGETARY IMPACT:

Funding available throught Req. #201815 for $8,567.19 as of 8/30/2011.

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

1. Please add the project limits to the work authorization. This information is necessary in order to determine if payment will be made from the proper program number.
2. Is the project within the city limits? If yes, what percentage of the project is within the city?

Attachments

WA #4

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/31/2011 08:02 AM
Roland Garcia	Rolando Garcia	08/31/2011 09:16 AM
Auditor's Office	Arcilia Duran	09/02/2011 02:53 PM
Purchasing Department	Marty Salazar	09/02/2011 04:09 PM

Form Started By: Yolanda Cisneros Started On: 08/30/2011 06:00 PM

Final Approval Date: 09/02/2011

HIDALGO COUNTY

Professional Construction Material Testing laboratory Services
Agreement # C-11-110-04-12.
Work Authorization Form

WORK AUTHORIZATION NO. 4

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioners' Court**, hereinafter called the **"Owner,"** and, Raba-Kistner Consultants, Inc. Professional Laboratories of McAllen Texas, hereinafter called **"Laboratory".**

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Laboratory to provide Construction Material Testing for the Hidalgo County Precinct No.2 – Eldora Road Improvements Project in San Juan, Hidalgo County, Texas.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Laboratory** is identified in ***EXHITIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for the services under this Work Authorization is $8,567.19. This amount is based upon the costs outlined in the Estimated Cost Proposal hereto as **EXIBIT "C"**.

PART 3. PAYMENT

Compensation and payment to the Laboratory for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. 4 shall be funded through funding source:

Account No. 1-1200-431-00-122-052-0-731

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

WA 4

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by Hidalgo County Precinct No 2 Commissioner Hector "Tito" Palacios as to content and detail of this Work Authorization No _____.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO 2

BY: _____

PART 8 ACCEPTANCES AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2011.

THE LABORATORY:
RABA-KISTNER CONSULTANTS, INC.

_____
BY: Dennis C. Charkow

THE OWNER:
HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

EXHIBIT "A"

SCOPE OF SERVICES TO BE PROVIDED BY THE COUNTY

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE LABORATORY

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE LABORATORY

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for: Hidalgo County Precinct No.3 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
2) Provide for the necessary geotechnical investigation and testing necessary to develop design.
3) Provide environmental studies as may be necessary to complete a project.
4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
3) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement rehabilitation recommendation for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement condition studies.
7) Furnish the OWNER all necessary report for preliminary design, design, and construction and maintenance projects.

C. Construction/Maintenance Phase:

1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for: Hidalgo County Precinct No.3 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
2) Provide for the necessary geotechnical investigation and testing necessary to develop design.
3) Provide environmental studies as may be necessary to complete a project.
4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
3) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement rehabilitation recommendation for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement condition studies.
7) Furnish the OWNER all necessary report for preliminary design, design, and construction and maintenance projects.

C. Construction/Maintenance Phase:

1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed

construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.

2) Consult and advise with the OWNER during construction.
3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
4) Review all material designs as requested by the OWNER and/or project design Laboratory.
5) Furnish the OWNER all necessary reports for construction and maintenance projects.
6) Provide construction observation services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

1) Act for Owner in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards designated by County.
3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.

2) Consult and advise with the OWNER during construction.
3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
4) Review all material designs as requested by the OWNER and/or project design Laboratory.
5) Furnish the OWNER all necessary reports for construction and maintenance projects.
6) Provide construction observation services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

1) Act for Owner in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards designated by County.
3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

Raba Kistner
Raba-Kistner Consultants, Inc.
800 E. Hackberry
McAllen, Texas 78501
(956) 682-5332 • FAX (956) 682-5487
www.rkci.com
TBPE Firm F-3257

Proposal No.: PMD11-075-00 **EXHIBIT "C"**
April 11, 2011

Commissioner Hector "Tito" Palacios
Hidalgo County Precinct No. 2
300 West Hall Acres
Pharr, Texas 78577

RE: Construction Materials Observation and Testing Services
Hidalgo County Precinct 2 - Eldora Road Improvements Project
San Juan, Hidalgo County, Texas

Dear Commissioner Palacios:

Raba-Kistner Consultants, Inc. (R-K) is pleased to have been selected to provide Construction Materials Observation and Testing Services for the above referenced project.

Our opinion of probable cost of services for this project is **$8,567.19.**

Our proposed scope of services and estimated item quantities are based upon our interpretation of the project plans picked up by our staff at the office of Hidalgo County Precinct No. 2 on Friday, March 11, 2011. The scope and quantity of services provided will be dependent upon services actually required by you or your representatives. Charges will be assessed only for actual services rendered. All services authorized or requested by you or your representatives in excess of the quantities of observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show a computerized composite total of services rendered for each service category.

Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Hidalgo County, Texas. In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by **R-K.**

We appreciate the opportunity of submitting this proposal and look forward to working with you during the construction of this project. Please return one signed copy of this letter proposal to provide written authorization for our firm to commence work on the services outlined herein. Please complete the attached Project Data Sheet for invoicing and reporting information.

Very truly yours,

RABA-KISTNER CONSULTANTS, INC.

Dennis C. Charkow
Supervisor, CME

DCC/rs
Attachments: Basic Charges
I- Standard Terms and Conditions
II- Schedules of Fees

Accepted By _____
(Signature)

_____
(Typed or Printed Name)

_____
(Title)

Date _____

Copies submitted: Above (1)

CC: Mr. Raul Lozano, Executive Assistant IV, Hidalgo County Pct. 2
CC: Mr. Raul E. Sesin, PE, CFM, Hidalgo County Project Engineer

Construction Materials Engineering and Testing Services
Hidalgo County Precinct 2 - Eldora Road Improvements Project
San Juan, Hidalgo County, Texas

Basic Charges

1. A vehicle travel charge will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office. The charges for travel from our office to the project site and return to our office will be as follows:

   Travel Time (round trip) ..... 1.00 hour(s)

   Vehicle Trip Charge ..... $ 22.50/trip

2. Service Charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.

3. Any engineering and/or technical services provided on Saturday, Sunday and all work in excess of "normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate. Our total cost of services is based upon the assumption most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.

4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of service rendered during "normal" work hours.

5. Minimum of 2 hours billing per visit to project site.

6. A ten (10) percent project management and administration cost will be added to all invoices.

7. Our opinion of probable cost for each proposal to be submitted is based upon an estimate of the construction materials engineering and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. **R-K** will keep you CLIENT appraised of our billings in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT. **R-K** will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by **R-K** for the project.

CONSTRUCTION MATERIALS TESTING UNIT RATES
Hidalgo County Precinct 2 - Eldora Road Improvements Project
San Juan, Hidalgo County, Texas

SERVICE	UNIT RATE		QUANTITY	TOTAL
Earthwork:				
1. Moisture-Density Relationship (Proctor)	$210.50	each	2	$421.00
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	$76.50	each	2	$153.00
3. Sieve Analysis -200	$51.75	each	1	$51.75
4. Sieve Analysis - Flexible Base Material	$51.75	each	1	$51.75
5. Wet Ball Mill	$215.50	each	1	$215.50
6. Technician Time Sampling	$45.00	hour	4	$180.00
7. Utility Backfill Field Density Test (Assuming 2 Densities / Lift)	$19.25	each	12	$231.00
8. Technician Time - Density Testing - Utility Backfill	$67.50	hour	12	$810.00
9. Field Density Test - Roadway	$19.25	each	42	$808.50
10. Technician Time - Density Testing - Roadway	$45.00	hour	30	$1,350.00
11. Vehicle Travel Charge	$22.50	trip	23	$517.50
Subtotal				**$4,790.00**
Concrete:				
1. Concrete Compressive Strength Tests	$14.00	each	15	$210.00
2. Technician Time - Concrete Testing	$45.00	hour	6	$270.00
3. Air Content of Concrete	$26.25	each	3	$78.75
4. Technician Time - Pick-Up of Specimen(s)	$45.00	hour	4	$180.00
5. Vehicle Travel Charge	$22.50	trip	5	$112.50
Subtotal				**$851.25**
Asphalt				
1. Asphaltic Concrete Laydown Observation	$53.50	hour	12	$642.00
2. In-Place Nuclear Field Density Tests	$19.25	each	6	
3. Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	$258.50	each	2	$517.00
4. Maximum Theoretical Specific Gravity of Asphalt	$92.50	each	2	$185.00
5. Asphalt Coring: (Minimum 6 for Project)				
a) Two Men	$92.50	hour	4	$370.00
b) Coring Rig	$103.50	day	1	$103.50
c) Generator	$87.50	day	1	$87.50
d) Bit Wear - Quartz Aggregate (River Gravel)	$4.85	in.-in.	36	$174.60
6. Vehicle Travel Charge	$22.50	trip	3	$67.50
Subtotal				**$2,147.10**
Other				
1. Project Administration(Markup of Invoiced Billing Cycle)	10%			$778.84
Subtotal				**$778.84**
			GRAND TOTAL	**$8,567.19**

CONSTRUCTION MATERIALS TESTING UNIT RATES
Hidalgo County Precinct 2 - Eldora Road Improvements Project
San Juan, Hidalgo County, Texas

Fees for Consulting & Coordination Services	Unit Fees
Principal Engineer	$ 135.00 to 250.00/hr
Managing Engineer	95.00 to 200.00/hr
Staff Engineer	70.00 to 200.00/hr
Laboratory Manager	65.00 to 150.00/hr
Construction Services Manager	65.00 to 90.00/hr
Outside Professional Services & Reimbursables	Cost +15%
Additional Insured	160.00/ea
Report Preparation and Administration	38.00 to 75.00/hr

Project Data Sheet

Project Name: _____

Client Project No: _____ **Purchase Order No.:** _____

Invoicing Information: Company Name: _____

Address: _____

_____

Attention: _____

Report Distribution Information (Please provide required report distribution and requested number of copies of each)

No. Copies ( ) _____

_____

_____

Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

_____

_____

Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

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Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

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No. Copies ( ) _____

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Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

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Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

AI-28348 **13. A.**

CC REGULAR

Meeting Date: 09/06/2011

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Resolution honoring Sheriff Guadalupe "Lupe" Trevino

BACKGROUND

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/31/2011 09:12 AM
Manuel Chapa	Manuel Chapa	09/01/2011 01:24 PM
Auditor's Office	Arcilia Duran	09/01/2011 04:06 PM
Purchasing Department	Nielda Cavazos	09/01/2011 04:50 PM

Form Started By: Monica Badillo Started On: 08/31/2011 09:07 AM

Final Approval Date: 09/01/2011

RESOLUTION HONORING SHERIFF GUADALUPE "LUPE" TREVINO FOR BEING SELECTED THE "2011 COUNTY BEST PRACTICES AWARD WINNER – FOR ACHIEVEMENT AND INNOVATION" BY THE TEXAS ASSOCIATION OF COUNTIES

WHEREAS, the Texas Association of Counties annually recognizes best practices throughout the 254 counties in the State of Texas; and

WHEREAS, the Hidalgo County Sheriff's Office was awarded the "2011 Best Practices Award" in not one, but two areas: "Innovation and Achievement", for their execution of Operation A.P.E. (Awareness, Prevention, and Enforcement); and

WHEREAS, Sheriff Treviño worked cohesively with his department and community to effectively implement a new policing system known as a hybrid of three popular policing strategies: community-oriented policing, intelligence-led policing, and problem-oriented policing; and

WHEREAS, this award sets standards for recognition of the Hidalgo County Sheriff's Office throughout the State of Texas for their service and reflects the highest levels of commitment and dedication to the community, focusing on involvement and communication; and

WHEREAS, Operation A.P.E. has proven successful in lowering overall crime rates within communities as well as sparked interest, involvement, and cooperation of communities; and

WHEREAS, a single County department has yet to be honored with two best practices awards within the same year by the Texas Association of Counties; and

Now, therefore, be it RESOLVED that the Hidalgo County Commissioners' Court hereby recognizes and honors Sheriff Guadalupe "Lupe" Treviño for this accomplishment and thanks him for his outstanding service, strategic implementation, and commitment to Hidalgo County.

Approved this 6th day of September, 2011.

RAMON GARCIA
County Judge

JOEL QUINTANILLA
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-28354 **14. A. 4.**

CC REGULAR

Meeting Date: 09/06/2011

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive procurement requirements under the Texas Local Government Code, Section 262.024(a)(7)(a) proprietary software;

b. Requesting approval of agreement for "On-line Research Services" with Lexis Nexis for Hidalgo County Constables.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** see exp report

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

BUDGETARY IMPACT:

See attached exp report for possible funding sources and availability of funds.

Attachments

Agreement

exp report

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/31/2011 02:41 PM
Budget & Management	Merlen P. Munoz	08/31/2011 03:00 PM
Rosalinda Cantu	Rosie Cantu	08/31/2011 04:38 PM
Auditor's Office	Arcilia Duran	09/02/2011 10:16 AM
Purchasing Department	Marty Salazar	09/02/2011 12:43 PM

Form Started By: Rocio Villarreal Started On: 08/31/2011 10:55 AM

Final Approval Date: 09/02/2011

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SLG

SUBSCRIPTION PLAN AMENDMENT
FOR STATE/LOCAL GOVERNMENT

"**Subscriber**": Hidalgo County Constables	"**LN**": LexisNexis, a division of Reed Elsevier Inc.

This Subscription Plan Amendment ("Amendment") amends and supplements the terms of the Subscription Agreement either previously entered into or executed simultaneously herewith between LN and Subscriber (the "Agreement"). This Amendment shall also serve as Subscriber's acceptance of the new General Terms & Conditions for Use of the Online Services effective September 1, 2010 set forth at www.lexisnexis.com/terms/general.

1. TERM

The term of this Amendment will begin (a) on the date Subscriber's billing account (a "Billgroup") is activated ("Activation") if Subscriber is a new LN customer, or (b) subject to Section 7, on the first day of the calendar month immediately following the execution of this Amendment and delivery of it to LN if Subscriber is an existing LN customer, and will continue until the last day of the final Commitment Period referenced in Section 5.1 (the "Term").

2. AUTHORIZED USERS

This Amendment relates only to the Subscriber's Billgroups and locations (the "Participating Billgroups") set forth below and the Authorized Users under the Participating Billgroups. "Authorized User" shall have the meaning set forth in the Agreement.

PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)
12802H	Edinburg, TX

3. CERTIFICATION

Subscriber certifies, by completing *all* highlighted areas, that on the date this Amendment is signed by Subscriber there are Ø judges and attorneys, and 6 government professionals for a total of 6 users (the "Reference Number") in Subscriber's organization. Throughout the Term, Subscriber will immediately notify LN in writing of any change in the Reference Number if the total number of judges and attorneys falls below 11. Upon the request of LN, Subscriber will recertify to the Reference Number.

4. MONTHLY SUBSCRIPTION CHARGE

During the Term, the Monthly Subscription Charge in Section 3 of the then-current applicable price schedule (the "Price Schedule") will be waived.

5. PREFERRED PRICING MATERIALS AND CHARGES

5.1 In consideration of Subscriber's payment to LN of the monthly commitment amounts specified below (the "Monthly Commitment"), the Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified below by source/menu number (the "Preferred Pricing Materials"), available in the *lexis.com*℠ service or the LN Online Services accessed via proprietary software (the "Classic Online Services"). If Subscriber is an existing LN customer and this is a revision to Subscriber's Preferred Pricing Materials and Monthly Commitment, fees will be prorated for the month in which the change becomes effective if the change occurs other than on the first day of the month. At no additional charge, the Participating Billgroups may do offline printing, online printing and saving to disk of Preferred Pricing Materials. If your subscription includes Research Advantage, then your access to and use of Research Advantage shall be subject to and governed by the additional terms and conditions set forth in the software media at the time of its installation.

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	PREFERRED PRICING MATERIALS	SOURCE/MENU NUMBER	SHEPARDS
(a)	Investigative Portal	RK0IVP	
(b)		IVP0NB	
(c)		SPRIVP	
(d)			
(e)			
(f)			
(g)			
(h)			
(i)			
(j)			
(k)			
(l)			
(m)			
(n)			
(o)			

☐ See attached Rider No. 1 for additional Preferred Pricing Materials

	COMMITMENT PERIOD(S)			MONTHLY COMMITMENT
Beginning	09/01/2011	to 08/31/2012	$	499.00
Beginning	09/01/2012	to 08/31/2013	$	524.00
Beginning		to	$	
Beginning		to	$	
Beginning		to	$	
Beginning		to	$	
Beginning		to	$	

5.2 During the Term, the Monthly Commitment will be billed in lieu of the Information Charges specified in Section 1 of the Price Schedule for all access to and use of the Preferred Pricing Materials, except as otherwise provided in Section 5.3 and Section 6 (if elected) below.

5.3 The following Materials accessible from, but not included as part of the Preferred Pricing Materials, will be subject to monthly billing at the then-current standard undiscounted rates in accordance with the Price Schedule: (a) selected Images (those that include a charge in the Price Schedule); (b) Dun & Bradstreet Reports; and (c) Risk Solutions.

5.4 Included in Subscriber's *lexis.com*® subscription, Subscriber will be granted access to the Lexis® Advance ("Lexis Advance") product offering when it becomes generally available to Subscriber's market and price plan. Upon release, the Lexis Advance offering may be designed primarily for specific types of users within Subscriber's organization whom LN may recommend as the target user group, but IDs will be progressively released throughout the organization as additional functionality and content is made available. To the extent available in Lexis Advance, Subscriber will have access to the same content in Lexis Advance as it currently has access to under this Amendment, including Subscriber's access to materials outside its subscription (e.g., if Subscriber currently has access to out-of-plan usage, Subscriber will have access to content on a transactional basis in Lexis Advance). If Subscriber has access to out-of-plan content in Lexis Advance, Subscriber agrees to pay the then-current transactional charges for such content as such charges are available to Subscriber in the Lexis Advance user interface at the time the document is accessed. Although Subscriber will be entitled to access the Lexis Advance product offering as part of its subscription, LN may also release premium functionality or enhanced content for an additional charge. Subscriber will be given the option to purchase these upgrades at its discretion.

6. ADDITIONAL CHARGES

The Participating Billgroups may have access to and use of the LN services and features not accessed through the Preferred Pricing Materials ("Alternate Pricing Materials"). If Subscriber so elects by initialing below, or by notifying LN at a later date, Subscriber will have access through the Alternate Pricing Materials at then-current undiscounted rates in accordance with the Price Schedule in addition to the Monthly Commitment.

_____ **Subscriber elects access to the Alternate Pricing Materials**
(Initial)

7. CLOSED OFFER

The offer of LN contained herein is valid until September 15, 2011. In order to implement this Amendment by the first day of a calendar month, LN must receive this signed Amendment by the 20th day of the preceding month.

8. CONFIDENTIAL INFORMATION

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 8 will survive the termination or expiration of this Amendment.

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9. SUPPORT AND TRAINING

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of the LN Online Services through:

(a) Mandatory basic training in the use of the Online Services by LN for all Authorized Users;

(b) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;

(c) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and

(d) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Amendment.

10. MISCELLANEOUS

10.1 During the Term, use by and charges to the Participating Billgroups will not be eligible for other discounts or aggregation with the use of or charges for other billgroups.

10.2 During the Term, Subscriber may not terminate the Agreement. This Amendment may be terminated by Subscriber after the second Commitment Period on the last day of any calendar month upon at least 30 days prior written notice to LN. This Amendment may also be terminated by Subscriber on 10 days prior written notice to LN in the event of any increase in the Monthly Commitment, excluding any increases listed in Section 5.1. To be effective, notice of termination pursuant to the preceding sentence must be given within 90 days of the increase.

10.3 UPON TERMINATION OR EXPIRATION OF THIS AMENDMENT, CONTINUED USE OF THE ONLINE SERVICES BY SUBSCRIBER IS GOVERNED BY THE AGREEMENT AND WILL BE BILLED IN ACCORDANCE WITH THE PRICE SCHEDULE.

10.4 All capitalized terms not defined herein will have the meanings ascribed to them in the Agreement, including the Price Schedule.

10.5 Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control.

AGREED TO AND ACCEPTED BY:

HIDALGO COUNTY CONSTABLES SUBSCRIBER	**LexisNexis, a division of Reed Elsevier Inc.**
BY: _____	**BY:** _____
NAME: _____	**NAME:** _____
TITLE: _____	**TITLE:** _____
DATE: _____	**DATE:** _____

THIS AMENDMENT DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. SUBSCRIBER MAY ACCEPT THIS AMENDMENT BY SIGNING ABOVE. LN MAY ACCEPT THIS AMENDMENT BY PERFORMING ACCORDING TO THIS AMENDMENT OR BY SIGNING ABOVE.

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Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1100-421-00-291-001-0-342	CONSTABLE PCT.1-INFO & CREDIT SERVICES	2,000.00	165.75	1,160.25	1,160.25	674.00	66.30
1-1100-421-00-292-001-0-342	CONSTABLE PCT.2-INFO & CREDIT SERVICES	2,000.00	165.75	1,160.25	1,160.25	674.00	66.30
1-1100-421-00-293-001-0-342	CONSTABLE PCT.3-INFO & CREDIT SERVICES	2,450.00	165.75	1,160.25	1,160.25	1,124.00	54.12
1-1100-421-00-294-001-0-342	CONSTABLE PCT.4-INFO & CREDIT SERVICES	2,000.00	165.75	1,160.25	1,160.25	674.00	66.30

AI-28396 **14. A. 5.**

CC REGULAR

Meeting Date: 09/06/2011

Submitted For: Martha L. Salazar **Submitted By:** Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Status of current negotiations with the architectural firm of ERO International, Inc. in connection with finalizing an AIA form of agreement between Owner and Architect with action if applicable for the following projects:

A. Hidalgo County Courthouse & Related Issues-Master Plan Services Project;
B. Pct. #3-Architectural Services for Renovations, Remodeling, Additions, or Repairs of County-owned buildings/structures located in the Precinct;
C. Pct. #4-Design & Construction of a Facility to compliment the existing Adimistration Building;

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Funding has been identified for each project in prior CC meetings.

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/02/2011 04:09 PM
Auditor's Office	Monica Badillo	09/02/2011 04:57 PM

Form Started By: Marty Salazar Started On: 09/02/2011 03:20 PM

Final Approval Date: 09/02/2011

AI-28330 **14. B. 1.**

CC REGULAR

Meeting Date: 09/06/2011

Submitted For: Martha L. Salazar **Submitted By:** Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

b. Presentation of scoring grid (for the purpose of CC qualifying the nominated and scored firm) so as to continue the selection protocol and as nominated through the County's approved "pool" of Appraisal and/or Review Appraisal Services Providers commencing with South McColl Road Phase II and other projects (on an as needed basis) for Precinct No. 2;

Appraisal Services

Total Scores	HLH Appraisal
Evaluator 1	94
Evaluator 2	82
Scores	176
Rank	

c. Authority for the Purchasing Department to negotiate a professional services contract with the qualified/ranked firm of _____ for the provision of Review Appraisal Services commencing with South McColl Road Phase II and other projects (on an as needed basis) for Precinct No. 2

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1315-431-00-122-028-0-711

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

BUDGETARY IMPACT:

funding will be identified as projects arise

Attachments

grid

Memo

Request

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/31/2011 02:25 PM
Budget & Management	Merlen P. Munoz	08/31/2011 02:39 PM
Roland Garcia	Rolando Garcia	08/31/2011 04:03 PM
Auditor's Office	Arcilia Duran	09/02/2011 10:10 AM

Form Started By: Nielda Cavazos Started On: 08/30/2011 10:52 AM

Final Approval Date: 09/02/2011

HIDALGO COUNTY PRECINCT NO 2
FOR
Review Appraisal Services
"On an as Needed Basis"
Scoring & Evaluation
GRID

Appraisal Services

Total Scores	HLH Appraisal
Evaluator 1	94
Evaluator 2	82
Scores	176
Rank	

*Scoring & Evaluation was completed by Pct No 2 and Purchasing *

MEMORANDUM
(THOROUGH REVIEW RECOMMENDED/REQUIRED)

TO: Honorable Hector (Tito) Palacios, Commissioner
Hidalgo County Precinct No. 2

FROM: Martha L. Salazar, CCPB-Hidalgo County Purchasing Agent
Nielda Cavazos, Hidalgo County Purchasing Department, Secretary

DATE: August 16, 2011

SUBJECT: SOQ –Selection of Professional Appraisal Review Services

Attached you will find Statements of Qualifications as per your request for grading, scoring and evaluating Statements of Qualifications from Hidalgo County's approved "Pool" of Professional Appraisal Review Services.

Enclosed for your grading, scoring and evaluation task are the following firms as per your email request dated August 16, 2011. We ask that the firms you have nominated provide the type of appraisal services you require for the project. The "Pool" list specifically identifies the area of appraisal review services as identified in the submitted Statements of Qualifications.

1) A complete Statements of Qualifications packet for Appraisal Review Services for
a) HLH Appraisal

All approved through Hidalgo County's Pool of Professional Engineering. **We recommend that a close review of the SOQ Packet be made so as to completely familiarize yourselves with the firms qualifications contained in the SOQ's. Scoring Sheets for each SOQ are provided. Please make any notations necessary to document your scores**

2) Upon scoring the engineering firms, please submit your scoring sheets to the Purchasing Department along with **All Statements of Qualifications Packets must be returned to the Purchasing Department after completing the evaluations**. The information contained in the Statements of Qualifications is confidential and may not be reproduced or provided to any other third parties. Thereafter, the Purchasing Department will proceed to place on Commissioners' Court agenda for action.

Thank you for your cooperation in this important matter. If you have any questions or require additional information, contact Martha L. Salazar or Nielda Cavazos at (956) 292-7000, ext 4853 respectively.

Enclosures

ACKNOWLEDGEMENT OF RECIEPT OF MEMO AND SOQ PACKET
Remit to: Martha L. Salazar or Nielda Cavazos- Hidalgo County Purchasing Department

Received by _____ Print Name/Title _____ Date _____

Nielda Cavazos

From: Darlene Betancourt [darlene.betancourt@co.hidalgo.tx.us]
Sent: Wednesday, August 17, 2011 9:56 AM
To: 'Nielda Cavazos'
Subject: FW: Packet for SOQ's

Importance: High

Ms Nielda

Not sure if you've provided the requested information in regards to the SOQ's

Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, TX. 78539
Phone (956) 292-7000 x-4852 Fax: (956) 292-7612

From: yoli [mailto:yolanda.cisneros@co.hidalgo.tx.us]
Sent: Tuesday, August 16, 2011 10:08 AM
To: nielda.cavazos@co.hidalgo.tx.us
Cc: 'Martha Salazar'; 'Darlene Betancourt'; 'Raul Silguero'
Subject: Packet for SOQ's
Importance: High

Requesting a packet for SOQ's for HLH as quested by Mr. Jose Pena from ROW Department.

This would be for project South McColl Road Phase II Project account #1-1315-431-00-122-028-0-711.

If you have any questions please do not hesitate to call me.

Thank you,

Yoli M. Cisneros

Administrative Assistant II
Hidalgo County Precinct No.2
300 West Hall Acres, Suite G
Pharr, Texas 78589
(956) 787-1891 * 292-7000 Ext. 2002
Fax: (956) 787-4683

AI-28335 **14. C. 1.**

CC REGULAR

Meeting Date: 09/06/2011

Submitted For: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Approval to utilize and purchase through Department Of Information Resources (DIR) Contract #DIR-SDD-1603 awarded vendor, Shoretel, Inc.'s authorized reseller, Richline Technical Services, LLC, as listed/permitted and referenced in DIR-SDD-1603-page 4 of 7-Section B-8, as one of Shoretel's authorized reseller for product/support and related services under this contract including the catalog support pricing; and

b. Approval in the amount of $59,178.00 as proposed and submitted by Richline Technical Sevices, LLC for the product and support of Hidalgo County's existing Shoretel's telephone equipment/related services and items as described in supporting itemized proposed documentation with authority for County Judge or Court Member to execute pertinent forms.

BACKGROUND

Requisition#201587

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1100-415-00-200-002-0-336

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

BUDGETARY IMPACT:

Amount available through Requisition#201587 in the amount of $59,178.00 for Richline Technical Services as of 8/31/11.

Attachments

CONTRACT INFORMATION (DIR-SDD-1603)

CATALOG LIST PRICE

PROPOSAL INFORMATION

Requisition #201587

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/31/2011 02:29 PM
Budget & Management	Merlen P. Munoz	08/31/2011 02:41 PM
Erika Zamora	Erika Zamora	08/31/2011 04:48 PM
Auditor's Office	Arcilia Duran	09/02/2011 02:04 PM
Purchasing Department	Marty Salazar	09/02/2011 02:19 PM

Form Started By: Vangie Garcia Started On: 08/30/2011 02:30 PM

Final Approval Date: 09/02/2011

All

Home Co-op Contracts Texas.gov Security DCS CTS

< Return to search results < Return to Main Search

ShoreTel, Inc.

URL Vendor Website
Vendor ID 17704435688
HUB Type Non HUB
E-Rate Qualified

DIR Contract Number DIR-SDD-1603
Contract Term End Date 9/27/2011
Contract Exp Date 9/27/2014

ShoreTel, Inc.
Contact Mark Thompson
Phone (408) 962-2845
Fax (408) 962-2845

DIR
Contact Kathy Fleming
Phone (512) 936-9864
Fax (512) 475-4759

Contract Overview

Get Adobe Reader

Contract: DIR-SDD-1603

Standard Terms and Conditions PDF - 242 KB
This appendix contains the standard DIR Terms and Conditions for the contract as of the date identified. Any initial exceptions to these Terms will be contained in the original contract. All subsequent changes or updates to the Terms and Conditions will be reflected in contract amendments.

HUB Subcontracting Plan (HSP) PDF - 412 KB | Updated 08/22/2011
The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. The HSP identifies all authorized resellers and/or all subcontractors performing services.

Pricing PDF - 57 KB | Updated 10/07/2010
Pricing for available products and/or services under this contract are limited to those identified in the appendix.

How
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STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

Shoretel, Inc.

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Shoretel, Inc. (hereinafter "Vendor"), with its principal place of business at 960 Stewart Drive, Sunnyvale, California 94085.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-SDD-TMP-153, on December 18, 2009, for Data Communications & Telecommunications Networking Equipment and Related Services. Upon execution of this Contract, a notice of award for RFO DIR-SDD-TMP-153 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

This Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Exhibit 1, Vendor's Response to RFO DIR-SDD-TMP-153, including all addenda; and Exhibit 2, RFO DIR-SDD-TMP-153, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The term of this Contract shall be one (1) year commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to three (3) optional one-year terms.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to Data Communications & Telecommunications Networking Equipment and Related Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to those services specifically related to Data Communications & Telecommunications Networking Equipment and Related Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

A. Manufacturer's Suggested Retail Price (MSRP)

MSRP is defined as the product sales price suggested by the manufacturer or publisher of a product.

B. Customer Discount

The minimum Customer discount for all products and services will be the percentage off MSRP as specified in Appendix C. Customer Discount includes the DIR administrative Fee specified in Section 5.

C. Customer Price

1) The price to the Customer shall be calculated as follows:

Customer Price = MSRP – Customer Discount

2) Customers purchasing products and services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

3) If pricing for products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract or (ii) any other entity or consortia authorized by Texas law to sell said products and services to eligible Customers, then the available Customer Price in this Contract shall be adjusted to that lower price. This Contract shall be amended within ten (10) business days to reflect the lower price.

D. DIR Administrative Fee

The administrative fee specified in Section 5 below shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

E. Shipping and Handling Fees

The price to the Customer under this Contract shall include all shipping and handling fees. Shipments will be Free On Board Customer's destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited delivery, Customer will be responsible for any charges for expedited delivery.

F. Tax-Exempt

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j).

G. Travel Expense Reimbursement

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program. Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in Section 5 below is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer.

H. Changes to Prices

Vendor may change the price of any product or service at any time, based upon changes to the MSRP, but discount levels shall remain consistent with the discount levels specified in this Contract. Price decreases shall take effect automatically during the term of this Contract and shall be passed onto the Customer immediately.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is one and one quarter percent (1.25%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $1,250.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon

written notice to Vendor. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:
Sherri Parks, Director
Contracting & Procurement Services
Department of Information Resources
300 West 15th Street, Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700
Facsimile: (512) 475-4759
Email: sherri.parks@dir.state.tx.us

If sent to the Vendor:
Shane Harper
Shoretel, Inc.
960 Stewart Drive
Sunnyvale, CA 94085
Phone: (408) 331-3588
Facsimile: (408) 331-3588
Email: sharper@shoretel.com

7. Software License

A. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher."**

8. Intellectual Property Matters

A. Definitions

1." Work Product" means any and all deliverables produced by Vendor for Customer under a Statement of Work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with this Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Vendor personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2. "Intellectual Property Rights" means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

3. "Statement of Work" means a document signed by Customer and Vendor describing a specific set of activities and/or deliverables, which may include Work

Product and Intellectual Property Rights, that Vendor is to provide Customer, issued pursuant to the Contract.

4. "Third Party IP" means the Intellectual Property Rights of any third party not a party to this Contract, and which is not directly or indirectly providing any goods or services to Customer under this Contract.

5. "Vendor IP" shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Vendor (a) prior to providing any Services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating to the Services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were independently developed by Vendor outside Vendor's provision of Services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

B. Ownership.

As between Vendor and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Vendor. Vendor specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Vendor hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Vendor acknowledges that Vendor and Customer do not intend Vendor to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday thru Friday, 8AM to 5PM) and upon reasonable prior notice to Vendor, to all Vendor materials, premises and computer files containing the Work Product. Vendor and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Vendor.

C. Further Actions.

Vendor, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible, including but not limited to the

execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Vendor's signature due to the dissolution of Vendor or Vendor's unreasonable failure to respond to Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Vendor hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Vendor's agent and Vendor's attorney-in-fact to act for and in Vendor's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Vendor, provided however that no such grant of right to Customer is applicable if Vendor fails to execute any document due to a good faith dispute by Vendor with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Vendor shall cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

D. Waiver of Moral Rights.

Vendor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Vendor may now have or which may accrue to Vendor's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Vendor acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

E. Confidentiality.

All documents, information and materials forwarded to Vendor by Customer for use in and preparation of the Work Product, shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Vendor under sub-paragraph H. Hereunder, Vendor shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

F. Injunctive Relief.

The Contract is intended to protect Customer's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Vendor acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of this Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

G. Return of Materials Pertaining to Work Product.
Upon the request of Customer, but in any event upon termination or expiration of this Contract or a Statement of Work, Vendor shall surrender to Customer all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Vendor or furnished by Customer to Vendor, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Vendor by Customer or by anyone else that pertains to the Work Product.

H. Vendor License to Use.
Customer hereby grants to Vendor a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the Services to Customer. Except as provided in this Section, neither Vendor nor any Subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

I. Third-Party Underlying and Derivative Works.
To the extent that any Vendor IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the Services, Vendor hereby grants to the Customer, or shall obtain from the applicable third party for Customer's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer's internal business purposes only, to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Vendor IP or Third Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and (ii) authorize others to do any or all of the foregoing. Vendor agrees to notify Customer on delivery of the Work Product or Services if such materials include any Third Party IP. On request, Vendor shall provide Customer with documentation indicating a third party's written approval for Vendor to use any Third Party IP that may be embodied or reflected in the Work Product.

J. Agreement with Subcontracts.
Vendor agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing Services or Work Product pursuant to the Contract, prior to their providing such Services or Work Product, and that it shall maintain such written agreements at all times during performance of this Contract, which are sufficient to support all performance and grants of rights by Vendor. Copies of such agreements shall be provided to the Customer promptly upon request.

K. License to Customer.
Vendor grants to Customer, a perpetual, irrevocable, royalty free license, solely for the Customer's internal business purposes, to use, copy, modify, display, perform (by any

means), transmit and prepare derivative works of any Vendor IP embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Vendor IP remain in Vendor.

L. Vendor Development Rights.

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in this Contract shall preclude Vendor from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Vendor wishes to use the Work Product, or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Vendor and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

9. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

No exceptions.

This Contract is executed to be effective as of the date of last signature.

Shoretel, Inc.

Authorized By: Signature on File

Name: Troy Parish

Title: Director, Government Programs

Date: 9/23/10

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Cindy Reed

Title: Deputy Executive Director
Operations & Statewide Technology Sourcing

Date: 9/27/10

Legal: cjk 9/24/10

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

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Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

The following terms and conditions shall govern the conduct of DIR and Vendor during the term of the Contract.

1. Contract Scope

The Vendor shall provide the products and related services specified in Section 3 of the Contract for purchase by Customers. In addition, DIR and Vendor may agree to provisions that allow Vendor and/or Order Fulfiller to lease the products offered under the Contract. Terms used in this document shall have the meanings set forth below in Section 3.

2. No Quantity Guarantees

The Contract is not exclusive to the Vendor. Customers may obtain products and related services from other sources during the term of the Contract. DIR makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products and related services will be procured through the Contract.

3. Definitions

A. **Customer** - any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code and, except for telecommunications services under Chapter 2170, Texas Government Code, assistance organizations as defined in Section 2175.001, Texas Government Code to mean:

1) A non-profit organization that provides educational, health or human services or assistance to homeless individuals;
2) A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;
3) Texas Partners of the Americas, a registered agency with the Advisory Committee on Voluntary Foreign Aid, with the approval of the Partners of the Alliance Office of the Agency for International Development;
4) A group, including a faith-based group, that enters into a financial or non-financial agreement with a health or human services agency to provide services to that agency's clients;
5) A local workforce development board created under Section 2308.253;
6) A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;
7) The Texas Boll Weevil Eradication Foundation, Inc., or an entity designated by the commissioner of agriculture as the foundation's successor entity under Section 74.1011, Texas Agriculture Code;
8) A nonprofit computer bank that solicits, stores, refurbishes and redistributes used computer equipment to public school students and their families; and
9) A nonprofit organization that provides affordable housing.

B. Contract – the document executed between DIR and Vendor into which this Appendix A is incorporated.

C. CPA – refers to the Texas Comptroller of Public Accounts

D. Day - shall mean business days, Monday through Friday, except for State and Federal holidays. If the Contract calls for performance on a day that is not a business day, then performance is intended to occur on the next business day.

E. Order Fulfiller – the party, either Vendor or a party that may be designated by Vendor, who is fulfilling a Purchase Order pursuant to the Contract.

F. Purchase Order - the Customer's fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument).

G. State – refers to the State of Texas.

4. General Provisions

A. Entire Agreement

The Contract, Appendices, and Exhibits constitute the entire agreement between DIR and the Vendor. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in the Contract, Appendices, or its Exhibits shall be binding or valid.

B. Modification of Contract Terms and/or Amendments

1) The terms and conditions of the Contract shall govern all transactions by Customers under the Contract. The Contract may only be modified or amended upon mutual written agreement of DIR and Vendor.

2) Customers shall not have the authority to modify the terms of the Contract; however, additional Customer terms and conditions that do not conflict with the Contract and are acceptable to Order Fulfiller may be added in a Purchase Order and given effect. No additional term or condition added in a Purchase Order issued by a Customer can weaken a term or condition of the Contract. Pre-printed terms and conditions on any Purchase Order issued by Customer hereunder will have no force and effect. In the event of a conflict between a Customer's Purchase Order and the Contract, the Contract term shall control.

C. Invalid Term or Condition

1) To the extent any term or condition in the Contract conflicts with the applicable Texas and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing a contract which contains the conflicting term or condition, DIR makes no representations or warranties regarding the enforceability of such term or condition and DIR does not waive the applicable Texas and/or United States law or regulation which conflicts with the Contract term or condition.

2) If one or more term or condition in the Contract, or the application of any term or condition to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final judgment or order of the State Office of Administrative Hearings or a court of competent jurisdiction, the remainder of the Contract and the application of the term or condition to other parties or circumstances shall remain

valid and in full force and effect.

D. Assignment

DIR or Vendor may assign the Contract without prior written approval to: i) a successor in interest (for DIR, another state agency as designated by the Texas Legislature), or ii) a subsidiary, parent company or affiliate, or iii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority. Assignment of the Contract under the above terms shall require written notification by the assigning party. Any other assignment by a party shall require the written consent of the other party. Each party agrees to cooperate to amend the Contract as necessary to maintain an accurate record of the contracting parties.

E. Survival

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

F. Choice of Law

The laws of the State of Texas shall govern the construction and interpretation of the Contract. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity.

G. Limitation of Authority

Vendor shall have no authority to act for or on behalf of the Texas Department of Information Resources or the State of Texas except as expressly provided for in this Contract; no other authority, power or use is granted or implied. Contractor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or Texas Department of Information Resources.

5. Product Terms and Conditions

A. Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapter 213 (Applicable to State Agency and Institution of Higher Education Purchases Only)

1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

2) Vendor shall provide DIR with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (http://www.buyaccessible.gov). Vendors not listed with the "Buy Accessible

Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at http://www.section508.gov/.

B. Purchase of Commodity Items (Applicable to State Agency Purchases Only)

1) Texas Government Code, §2157.068 requires State agencies to buy commodity items, as defined in 5.B.2 below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR.

2) Commodity items are commercially available software, hardware and technology services that are generally available to businesses or the public and for which DIR determines that a reasonable demand exists in two or more state agencies. Hardware is the physical technology used to process, manage, store, transmit, receive or deliver information. Software is the commercially available programs that operate hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates or replacements. Technology services are the services, functions and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staffing augmentation, training, maintenance and subscription services. Technology services do not include telecommunications services. Seat management is services through which a state agency transfers its responsibilities to a vendor to manage its personal computing needs, including all necessary hardware, software and technology services.

3) Vendor agrees to coordinate all State agency commodity item sales through existing DIR contracts. Institutions of higher education are exempt from this Subsection 5.B.

6. Contract Fulfillment and Promotion

A. Service, Sales and Support of the Contract

Vendor shall provide service, sales and support resources to serve all Customers throughout the State. It is the responsibility of the Vendor to sell, market, and promote products and services available under the Contract. Vendor shall use its best efforts to ensure that potential Customers are made aware of the existence of the Contract. All sales to Customers for products and services available under the Contract shall be processed through the Contract.

B. Use of Order Fulfillers

DIR agrees to permit Vendor to utilize designated Order Fulfillers to provide service, sales and support resources to Customers. Such participation is subject to the following conditions:

1) Designation of Order Fulfillers

a) Vendor may designate Order Fulfillers to act as the distributors for products and services available under the Contract. In designating Order Fulfillers, Vendor must be in compliance with the State's Policy on Utilization of Historically Underutilized Businesses. In addition to the required Subcontracting Plan, Vendor

shall provide DIR with the following Order Fulfiller information: Order Fulfiller name, Order Fulfiller business address, Order Fulfiller CPA Identification Number, Order Fulfiller contact person email address and phone number.

b) DIR reserves the right to require the Vendor to rescind any such Order Fulfiller participation or request that Vendor name additional Order Fulfillers should DIR determine it is in the best interest of the State.

c) Vendor shall be fully liable for its Order Fulfillers' performance under and compliance with the terms and conditions of the Contract. Vendor shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of the Contract.

d) Vendor shall have the right to qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Vendor's established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the different criteria.

e) Vendor shall not prohibit Order Fulfiller from participating in other procurement opportunities offered through DIR.

2) Changes in Order Fulfiller List

Vendor may add or delete Order Fulfillers throughout the term of the Contract upon written authorization by DIR. Prior to adding or deleting Order Fulfillers, Vendor must make a good faith effort in the revision of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. Vendor shall provide DIR with its updated Subcontracting Plan and the Order Fulfiller information listed in Section 6.B.1.a above.

3) Order Fulfiller Pricing to Customer

Order Fulfiller pricing to the Customer shall comply with the Customer price as stated within Section 4 of the Contract. This pricing shall only be offered by Order Fulfillers to Customers for sales that pass through the Contract.

C. Product Warranty and Return Policies

Order Fulfiller will adhere to the Vendor's then-currently published policies concerning product warranties and returns. Product warranty and return policies for Customers will not be more restrictive or more costly than warranty and return policies for other similarly situated Customers for like products.

D. Customer Site Preparation

Customers shall prepare and maintain its site in accordance with written instructions furnished by Order Fulfiller prior to the scheduled delivery date of any product or service and shall bear the costs associated with the site preparation.

E. Internet Access to Contract and Pricing Information

1) Vendor Website

Within thirty days of the effective date of the Contract, Vendor will establish and maintain a website specific to the product and service offerings under the Contract

which is clearly distinguishable from other, non-DIR Contract offerings at Vendor's website. The website must include: the product and services offered, product and service specifications, Contract pricing, designated Order Fulfillers, contact information for Vendor and designated Order Fulfillers, instructions for obtaining quotes and placing Purchase Orders, and warranty and return policies. The Vendor's website shall list the DIR Contract number, reference the DIR Go DIRect program, display the DIR logo in accordance with the requirements in paragraph F of this Section, and contain a link to the DIR website for the Contract.

2) Accurate and Timely Contract Information

Vendor warrants and represents that the website information specified in the above paragraph will be accurately and completely posted, maintained and displayed in an objective and timely manner. Vendor, at its own expense, shall correct any non-conforming or inaccurate information posted at Vendor's website within ten (10) business days after written notification by DIR.

3) Website Compliance Checks

Periodic compliance checks of the information posted for the Contract on Vendor's website will be conducted by DIR. Upon request by DIR, Vendor shall provide verifiable documentation that pricing listed upon this website is uniform with the pricing as stated in Section 4 of the Contract.

4) Website Changes

Vendor hereby consents to a link from the DIR website to Vendor's website in order to facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide Vendor with subsequent notice of link termination or removal. Vendor shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

5) Use of Access Data Prohibited

If Vendor stores, collects or maintains data electronically as a condition of accessing Contract information, such data shall only be used internally by Vendor for the purpose of implementing or marketing the Contract, and shall not be disseminated to third parties or used for other marketing purposes. The Contract constitutes a public document under the laws of the State and Vendor shall not restrict access to Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

6) Responsibility for Content

Vendor is solely responsible for administration, content, intellectual property rights, and all materials at Vendor's website. DIR reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent the Contract.

F. DIR Logo

Order Fulfiller may use the DIR logo in the promotion of the Contract to Customers with the following stipulations: (i) the logo may not be modified in any way, (ii) when

displayed, the size of the DIR logo must be equal to or smaller than the Order Fulfiller logo, (iii) the DIR logo is only used to communicate the availability of products and services under the Contract to Customers, and (iv) any other use of the DIR logo requires prior written permission from DIR.

G. Vendor and Order Fulfiller Logo

DIR may use the Vendor's and Order Fulfiller's name and logo in the promotion of the Contract to communicate the availability of products and services under the Contract to Customers. Use of the logos may be on the DIR website or on printed materials. Any use of Vendor's and Order Fulfiller's logo by DIR must comply with and be solely related to the purposes of the Contract and any usage guidelines communicated to DIR from time to time. Nothing contained in the Contract will give DIR any right, title, or interest in or to Vendor's or Order Fulfiller' trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Vendor and Order Fulfiller.

H. Trade Show Participation

At DIR's discretion, Vendor and Order Fulfillers may be required to participate in one or more DIR sponsored trade shows each calendar year. Vendor understands and agrees that participation, at the Vendor's and Order Fulfiller's expense, includes providing a manned booth display or similar presence. DIR will provide four months advance notice of any required participation. Vendor and Order Fulfillers must display the DIR logo at all trade shows that potential Customers will attend. DIR reserves the right to approve or disapprove of the location or the use of the DIR logo in or on the Vendor's or Order Fulfiller's booth.

I. Orientation Meeting

Upon thirty (30) calendar days from execution of the Contract, Vendor and Order Fulfillers will be required to attend an orientation meeting to discuss the content and procedures of the Contract. The meeting will be held within the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor. DIR shall bear no cost for the time and travel of the Vendor or Order Fulfillers for attendance at the meeting.

J. Performance Review Meetings

DIR will require the Vendor to attend periodic meetings to review the Vendor's performance under the Contract. The meetings will be held within the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor. DIR shall bear no cost for the time and travel of the Vendor for attendance at the meeting.

K. DIR Cost Avoidance

As part of the performance measures reported to state leadership, DIR must provide the cost avoidance the State has achieved through the Contract. Upon request by DIR, Vendor shall provide DIR with a detailed report of a representative sample of products sold under the Contract. The report shall contain: product part number, product description, list price, price to Customer under the Contract, and pricing from three (3) alternative sources under which DIR customers can procure the products.

7. Purchase Orders, Invoices, and Payments

A. Purchase Orders

All Customer Purchase Orders will be placed directly with the Order Fulfiller. Accurate Purchase Orders shall be effective and binding upon Order Fulfiller when accepted by Order Fulfiller.

B. Invoices

1) Invoices shall be submitted by the Order Fulfiller directly to the Customer and shall be issued in compliance with Chapter 2251, Texas Government Code. All payments for products and/or services purchased under the Contract and any provision of acceptance of such products and/or services shall be made by the Customer to the Order Fulfiller.

2) Invoices must be timely and accurate. Each invoice must match Customer's Purchase Order and include any written changes that may apply, as it relates to products, prices and quantities. Invoices must include the Customer's Purchase Order number or other pertinent information for verification of receipt of the product or services by the Customer.

C. Payments

Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Order Fulfiller. The statute states that payments for goods and services are due thirty (30) days after the goods are provided, the services completed, or a correct invoice is received, whichever is later. Payment under the Contract shall not foreclose the right to recover wrongful payments.

8. Contract Administration

A. Contract Administrators

DIR and the Vendor will each provide a Contract Administrator to support the Contract. Information regarding the Contract Administrators will be posted on the Internet website designated for the Contract.

1) State Contract Administrator

DIR shall provide a Contract Administrator whose duties shall include but not be limited to: i) supporting the marketing and management of the Contract, ii) advising DIR of Vendor's performance under the terms and conditions of the Contract, and iii) periodic verification of product pricing and monthly reports submitted by Vendor.

2) Vendor Contract Administrator

Vendor shall provide a dedicated Contract Administrator whose duties shall include but not be limited to: i) supporting the marketing and management of the Contract, ii) facilitating dispute resolution between a Order Fulfiller and a Customer, and iii) advising DIR of Order Fulfillers performance under the terms and conditions of the Contract. DIR reserves the right to require a change in Vendor's then-current Contract Administrator if the assigned Contract Administrator is not, in the opinion of DIR, adequately serving the needs of the State.

B. Reporting and Administrative Fees

1) Reporting Responsibility

a) Vendor shall be responsible for reporting all products and services purchased through Order Fulfillers under the Contract. Vendor shall file the monthly reports, subcontract reports, and pay the administrative fees in accordance with the due dates specified in this section.

b) DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this section, including but not limited to, compliance checks of Vendor's applicable Contract books at DIR's expense.

2) Detailed Monthly Report

Vendor shall electronically provide DIR with a detailed monthly report in the format required by DIR showing the dollar volume of any and all sales under the Contract for the previous month period. Reports shall be submitted to the DIR Go DIRect E-Mail Box at GoDirect.Sales@dir.state.tx.us. Reports are due on the fifteenth (15^{th}) calendar day after the close of the previous month period. It is the responsibility of Vendor to collect and compile all sales under the Contract from participating Order Fulfillers and submit one (1) monthly report. The monthly report shall include, per transaction: the detailed sales for the period, the Order Fulfiller's company name, if applicable, Customer name, invoice date, invoice number, description, part number, manufacturer, quantity, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, and other information as required by DIR. Each report must contain all information listed above per transaction or the report will be rejected and returned to the Vendor for correction in accordance with this section.

3) Historically Underutilized Businesses Subcontract Reports

a) Vendor shall electronically provide each Customer with their relevant Historically Underutilized Business Subcontracting Report, pursuant to the Contract, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.

b) Reports shall be due in accordance with the CPA rules.

4) DIR Administrative Fee

a) An administrative fee shall be paid by Vendor to DIR to defray the DIR costs of negotiating, executing, and administering the Contract. The administrative fee is specified in Section 5 of the Contract. Payment of the administrative fee shall be due on the fifteenth (15^{th}) calendar day after the close of the previous month period.

b) Vendor shall reference the DIR Contract number on any remittance instruments.

5) Accurate and Timely Submission of Reports

a) The reports and administrative fees shall be accurate and timely and submitted in accordance with the due dates specified in this section. Vendor shall correct any inaccurate reports or administrative fee payments within three (3) business days upon written notification by DIR. Vendor shall deliver any late reports or

late administrative fee payments within three (3) business days upon written notification by DIR. If Vendor is unable to correct inaccurate reports or administrative fee payments or deliver late reports and fee payments within three (3) business days, Vendor must contact DIR and provide a corrective plan of action, including the timeline for completion of correction. The corrective plan of action shall be subject to DIR approval.

b) Should Vendor fail to correct inaccurate reports or cure the delay in timely delivery of reports and payments within the corrective plan of action timeline, DIR reserves the right to require an independent third party audit of the Vendor's records as specified in C.3 of this Section, at DIR's expense.

C. Records and Audit

1) Acceptance of funds under the Contract by Vendor and/or Order Fulfiller acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor or directly by Order Fulfillers and the requirement to cooperate is included in any subcontract or Order Fulfiller contract it awards pertaining to the Contract. Under the direction of the Legislative Audit Committee, a Vendor that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.

2) Vendor and Order Fulfillers shall maintain adequate records to establish compliance with the Contract until the later of a period of four (4) years after termination of the Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that arise under the Contract. Such records shall include per transaction: the Order Fulfiller's company name if applicable, Customer name, invoice date, invoice number, description, part number, manufacturer, quantity, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the calculations supporting each administrative fee owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.

3) Vendor and/or Order Fulfillers shall grant access to all paper and electronic records, books, documents, accounting procedures, practices and any other items relevant to the performance of the Contract to DIR, including the compliance checks designated by DIR, the State Auditor's Office and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking and/or copying such books and records. Vendor and/or Order Fulfillers shall provide copies and printouts requested by DIR without charge. DIR shall provide Vendor and/or Order Fulfillers ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Vendor's and/or Order Fulfiller's records. Vendor's and/or Order Fulfillers records, whether paper or electronic, shall

be made available during regular office hours. Vendor and/or Order Fulfiller personnel familiar with the Vendor's and/or Order Fulfiller's books and records shall be available to DIR staff and designees as needed. Vendor and/or Order Fulfiller shall provide adequate office space to DIR staff during the performance of Compliance Check.

4) For procuring State Agencies whose payments are processed by the Texas Comptroller of Public Accounts, the volume of payments made to Order Fulfillers through the Texas Comptroller of Public Accounts and the administrative fee based thereon shall be presumed correct unless Vendor can demonstrate to DIR's satisfaction that Vendor's calculation of DIR's administrative fee is correct.

D. Contract Administration Notification

1) Upon execution of the Contract, Vendor shall provide DIR with written notification of the following: i) Vendor Contract Administrator name and contact information, ii) Vendor sales representative name and contact information, and iii) name and contact information of Vendor personnel responsible for submitting reports and payment of administrative fees specified herein.

2) Upon execution of the Contract, DIR shall provide Vendor with written notification of the following: i) DIR Contract Administrator name and contact information, and ii) DIR Go DIRect E-Mail Box information.

9. Vendor Responsibilities

A. Indemnification

1) Acts or Omissions

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM AND AGAINST ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract REGARDLESS OF THE NEGLIGENCE OF THE CUSTOMER, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES. VENDOR SHALL PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS FEES. THE DEFENSE SHALL BE COORDINATED BY THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCIES AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS.

2) Infringements

a) Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES, from any and all third party claims involving infringement of United States patents, copyrights, trade and

service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCY CUSTOMERS AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS.

b) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense: (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

3) Independent Contractor

VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, IT IS FURNISHING SERVICES IN THE CAPACITY OF AN INDEPENDENT CONTRACTOR AND THAT VENDOR IS NOT AN EMPLOYEE OF THE CUSTOMER, DIR OR THE STATE OF TEXAS.

B. Taxes/Worker's Compensation/UNEMPLOYMENT INSURANCE

1) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. VENDOR AGREES AND ACKNOWLEDGES THAT VENDOR ITS EMPLOYEES, REPRESENTATIVES, AGENTS OR SUBCONTRACTORS SHALL NOT BE ENTITLED TO ANY STATE BENEFIT OR BENEFIT OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. THE CUSTOMER AND/OR THE STATE SHALL NOT BE LIABLE TO THE VENDOR ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

2) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES

FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR EXPECTATIONS OF BENEFITS BY VENDOR, ITS EMPLOYEES, REPRESENTATIVES, AGENTS OR SUBCONTRACTORS IN ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCY CUSTOMERS AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS.

C. Vendor Certifications

Vendor certifies that it and its designated Order Fulfillers: (i) have not given, offered to give, and do not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract; (ii) are not currently delinquent in the payment of any franchise tax owed the State of Texas and are not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate; (iii) neither they, nor anyone acting for them, have violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage; (iv) have not received payment from DIR or any of its employees for participating in the preparation of the Contract; (v) under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate; (vi) to the best of their knowledge and belief, there are no suits or proceedings pending or threatened against or affecting them, which if determined adversely to them will have a material adverse effect on the ability to fulfill their obligations under the Contract; (vii) are not suspended or debarred from doing business with the federal government as listed in the *Excluded Parties List System (EPLS)* maintained by the General Services Administration; (viii) as of the effective date of the Contract, are not listed in the prohibited vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"*, published by the United States Department of the Treasury, Office of Foreign Assets Control; (ix) to the extent applicable to this scope of this Contract, Vendor hereby certifies that it is in compliance with Subchapter Y, Chapter 361, Health and Safety Code related to the Computer Equipment Recycling Program and its rules, 30 TAC Chapter 328; (x) Vendor agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas; (xi) Vendor certifies that they are in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency; (xii) Vendor represents and warrants that the Customer's payment to Vendor and Vendor's receipt of appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or Section 556.008, Texas Government Code; and (xiii) under Section

2155.006, Government Code, Vendor certifies that the individual or business entity in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. In addition, Vendor acknowledges the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the Contract.

D. Ability to Conduct Business in Texas

Order Fulfiller shall be an entity authorized and validly existing under the laws of its state of organization, and shall be authorized to do business in the State of Texas.

E. Equal Opportunity Compliance

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. If Vendor is found to be not in compliance with these requirements during the term of the Contract, Vendor agrees to take appropriate steps to correct these deficiencies. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

F. Use of Subcontractors

If Vendor uses any subcontractors in the performance of this Contract, Vendor must make a good faith effort in the submission of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. A revised Subcontracting Plan shall be required before Vendor can engage additional subcontractors in the performance of this Contract. Vendor shall remain solely responsible for the performance of its obligations under the Contract.

G. Responsibility for Actions

Vendor is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Vendor nor any of the foregoing has any authority to act or speak on behalf of DIR or the State.

H. Confidentiality

1) Vendor acknowledges that DIR and Customers that are state agencies are government agencies subject to the Texas Public Information Act. Vendor also acknowledges that DIR and Customers that are state agencies will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.

2) Under the terms of the Contract, DIR may provide Vendor with information related to Customers. Vendor shall not re-sell or otherwise distribute or release Customer information to any party in any manner.

I. Security of Premises, Equipment, Data and Personnel

Vendor and/or Order Fulfiller may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, files and /or materials (collectively referred to as "Data") belonging to the Customer. Vendor and/or Order Fulfiller shall use their best efforts to preserve the safety, security, and the integrity of the personnel, premises, equipment, Data and other property of the Customer, in accordance with the instruction of the Customer. Vendor and/or Order Fulfiller shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by its employees or subcontractors. If a Vendor and/or Order Fulfiller fails to comply with Customer's security requirements, then Customer may immediately terminate its Purchase Order and related Service Agreement.

J. Background and/or Criminal History Investigation

Prior to commencement of any services, background and/or criminal history investigation of the Vendor and/or Order Fulfiller's employees and subcontractors who will be providing services to the Customer under the Contract may be performed by certain Customers having legislative authority to require such investigations. Should any employee or subcontractor of the Vendor and/or Order Fulfiller who will be providing services to the Customer under the Contract not be acceptable to the Customer as a result of the background and/or criminal history check, then Customer may immediately terminate its Purchase Order and related Service Agreement or request replacement of the employee or subcontractor in question.

K. Limitation of Liability

For any claim or cause of action arising under or related to the Contract: i) to the extent permitted by the Constitution and the laws of the State of Texas, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) Vendor's liability for damages of any kind to the Customer shall be limited to the total amount paid to Vendor under the Contract during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of Vendor's liability shall not apply to claims of patent, trademark, or copyright infringement.

L. Overcharges

Vendor hereby assigns to DIR any and all of its claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. and Comm. Code Section 15.01, et seq.

M. Prohibited Conduct

Vendor represents and warrants that, to the best of its knowledge as of the date of this certification, neither Vendor nor any Order Fulfiller, subcontractor, firm, corporation, partnership, or institution represented by Vendor, nor anyone acting for such Order

Fulfiller, subcontractor, firm, corporation or institution has: (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated its response to the Request for Offer directly or indirectly to any competitor or any other person engaged in such line of business during the procurement for the Contract.

N. Required Insurance Coverage

As a condition of this Contract with DIR, Vendor shall provide the listed insurance coverage within 5 days of execution of the Contract if the Vendor is awarded services which require that Vendor's employees perform work at any Customer premises and/or use employer vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, the Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to the related Customer within five (5) business days following the execution of the Purchase Order. Vendor may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. All required insurance must be issued by companies that are A+ financially rated and duly licensed, admitted, and authorized to do business in the State of Texas. The Customer and DIR will be named as Additional Insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Vendor there under. The minimum acceptable insurance provisions are as follows:

1) Commercial General Liability

Commercial General Liability must include a combined single limit of $500,000 per occurrence for coverage A, B, & C including products/completed operations, where appropriate, with a separate aggregate of $500,000. The policy shall contain the following provisions:

a) Blanket contractual liability coverage for liability assumed under the Contract;
b) Independent Contractor coverage;
c) State of Texas, DIR and Customer listed as an additional insured;
d) 30-day Notice of Termination in favor of DIR and/or Customer; and
e) Waiver of Transfer Right of Recovery Against Others in favor of DIR and/or Customer.

2) Workers' Compensation Insurance

Workers' Compensation Insurance and Employers' Liability coverage must include limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Art. 8308-1.01 et seq. Tex. Rev. Civ. Stat) and minimum policy limits for Employers' Liability of $250,000 bodily injury per accident, $500,000 bodily injury disease policy limit and $250,000 per disease per employee.

3) Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for

bodily injury and property damage. Alternative acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident. The policy shall contain the following endorsements in favor of DIR and/or Customer:

a) Waiver of Subrogation;

b) 30-day Notice of Termination; and

c) Additional Insured.

O. Use of State Property

Vendor is prohibited from using the Customer's equipment, the Customer's Location, or any other resources of the Customer or the State of Texas for any purpose other than performing services under this Agreement. For this purpose, equipment includes, but is not limited to, copy machines, computers and telephones using State of Texas long distance services. Any charges incurred by Vendor using the Customer's equipment for any purpose other than performing services under this Agreement must be fully reimbursed by Vendor to the Customer immediately upon demand by the Customer. Such use shall constitute breach of contract and may result in termination of the contract and other remedies available to DIR and Customer under the contract and applicable law.

P. Immigration

Vendor shall comply with the requirements of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA"), and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) hired on or after the effective date of 1996 Act., who will perform any labor or services under this Contract.

Q. Public Disclosure

No public disclosures or news releases pertaining to this contract shall be made without prior written approval of DIR.

R. Substitutions

Substitutions are not permitted without the written permission of DIR or Customer.

10. Contract Enforcement

A. Enforcement of Contract and Dispute Resolution

1) Vendor and DIR agree to the following: (i) a party's failure to require strict performance of any provision of the Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision, (ii) for disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used, and (iii) actions or proceedings arising from the Contract shall be heard in a state court of competent jurisdiction in Travis County, Texas.

2) Disputes arising between a Customer and the Vendor shall be resolved in accordance with the dispute resolution process of the Customer that is not

inconsistent with subparagraph A.1 above. DIR shall not be a party to any such dispute unless DIR, Customer, and Vendor agree in writing.

B. Termination

1) Termination for Non-Appropriation

Customer may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated by the governing body on behalf of local governments, or by the Texas legislature on behalf of state agencies. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided ten (10) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if a Customer issues a Purchase Order and has accepted delivery of the product or services, they are obligated to pay for the product or services or they may return the product and discontinue using services under any return provisions that Vendor offers.

2) Absolute Right

DIR shall have the absolute right to terminate the Contract without recourse in the event that: i) Vendor becomes listed on the prohibited vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"*, published by the United States Department of the Treasury, Office of Foreign Assets Control; ii) Vendor becomes suspended or debarred from doing business with the federal government as listed in the *Excluded Parties List System (EPLS)* maintained by the General Services Administration; or (iii) Vendor is found by DIR to be ineligible to hold this Contract under Subsection (b) of Section 2155.006, Texas Government Code. Vendor shall be provided written notice in accordance with Section 11.A, Notices, of intent to terminate.

3) Termination for Convenience

DIR or Vendor may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days written notice. A Customer may terminate a Purchase Order if it is determined by the Customer that Order Fulfiller will not be able to deliver product or services in a timely manner to meet the business needs of the Customer.

4) Termination for Cause

a) Contract

Either DIR or Vendor may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, warranty or provision of the Contract. The non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Contract. Customers purchasing products or services under the Contract have no power to terminate the Contract for default.

b) Purchase Order

Customer or Order Fulfiller may terminate a Purchase Order upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order in accordance with Section 4.B.2 above. The non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order.

5) Customer Rights Under Termination

In the event the Contract expires or is terminated for any reason, a Customer shall retain its rights under the Contract and the Purchase Order issued prior to the termination or expiration of the Contract. The Purchase Order survives the expiration or termination of the Contract for its then effective term.

6) Vendor or Order Fulfiller Rights Under Termination

In the event a Purchase Order expires or is terminated, a Customer shall pay: 1) all amounts due for products or services ordered prior to the effective termination date and ultimately accepted, and 2) any applicable early termination fees agreed to in such Purchase Order.

C. Force Majeure

DIR, Customer, or Order Fulfiller may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by the Customer that Order Fulfiller will not be able to deliver product or services in a timely manner to meet the business needs of the Customer.

11. Notification

A. Notices

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to the Contract shall be in writing and shall be validly given on: (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three business days after being mailed via United States Postal Service. All notices under the Contract shall be sent to a party at the respective address indicated in Section 6 of the Contract or to such other address as such party shall have notified the other party in writing.

B. Handling of Written Complaints

In addition to other remedies contained in the Contract, a person contracting with DIR may direct their written complaints to the following office:

Public Information Office
Department of Information Resources
Attn: Public Information Officer
300 W. 15th Street, Suite 1300
Austin, Texas 78701
(512) 475-4759, facsimile

12. Captions

The captions contained in the Contract and its Appendices are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

APPENDIX C - PRICING INDEX TO DIR-SDD-1603 Shoretel, Inc. Manufacturer/Product Line/Product Category	Customer Discount % off MSRP
Hardware	
Shoretel Telecommunication Equipment	21.00%
Maintenance	
Shoretel Maintenance	10.00%
Technical Services	
Shoretel Services	10.00%

HUB SUBCONTRACTING PLAN (HSP)

In accordance with Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, respondents, including State of Texas certified Historically Underutilized Businesses (HUBs), must complete and submit a State of Texas HUB Subcontracting Plan (HSP) with their solicitation response.

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the State of Texas Disparity Study. The HUB goals defined in 34 TAC §20.13 are: ***11.9 percent for heavy construction other than building contracts, 26.1 percent for all building construction, including general contractors and operative builders contracts, 57.2 percent for all special trade construction contracts, 20 percent for professional services contracts, 33 percent for all other services contracts, and 12.6 percent for commodities contracts.***

- - Agency Special Instructions/Additional Requirements - -

For assistance in completing this form, please contact DIR's HUB Coordinator at bernadette.davis@dir.state.tx.us

If you are not subcontracting any portion of the contract, the self performance justification statement must be completed (section 9)

If you are subcontracting, your supporting documentation of the good faith effort must be included with your response. (section 7) You must also list the subcontractor(s) you selected, to include HUBs and Non-HUBs vendors. (section 8)

Failure to comply may result in your response being rejected.

SECTION 1 - RESPONDENT AND SOLICITATION INFORMATION

a. Respondent (Company) Name: **ShoreTel, Inc** State of Texas VID #: 770443568

Point of Contact: **Mark Thompson** Phone #: **408-962-2845**

b. Is your company a State of Texas certified HUB? ☐ - Yes X☐ - No

c. Solicitation #: **DIR-SDD-1603**

SECTION 2 - SUBCONTRACTING INTENTIONS

After having divided the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, the respondent must determine what portion(s) of work, including goods or services, will be subcontracted. Note: In accordance with 34 TAC §20.12., a "Subcontractor" means a person who contracts with a vendor to work, to supply commodities, or contribute toward completing work for a governmental entity. Check the appropriate box that identifies your subcontracting intentions:

X☐ -**Yes, I will be subcontracting portion(s) of the contract. (Section 8A)**
(If Yes, in the spaces provided below, list the portions of work you will be subcontracting, and go to page 2.)

☐ - **No, I will not be subcontracting any portion of the contract, and will be fulfilling the entire contract with my own resources.**
(If No, complete SECTION 9 and 10.)

Line Item # - **Subcontracting Vendors ONLY** Opportunity Description P.O. directly to the prime vendor.	Line Item # - **Resellers ONLY** – Opportunity Description P.O. can be issued to any of the approved resellers and prime vendor (if applicable)
(#1) - Selling of ShoreTel products and Services	(#1) -
(#2) - The ordering of ShoreTel products and services	(#2) -
(#3) - The installation of ShoreTel products and services	(#3) -
(#4) - The ongoing support of ShoreTel products and services	(#4) -
(#5) -	**(#5)** -
(#6) -	**(#6)** -
(#7) -	**(#7)** -
(#8) -	**(#8)** -
(#9) -	**(#9)** -
(#10) -	**(#10)** -

*If you have more than twenty subcontracting opportunities, a continuation page is available at **http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage1.doc**

Enter your company's name here: **ShoreTel Inc.** Solicitation #: **DIR-SDD-1603**

IMPORTANT: You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2. You may photocopy this page or download copies at *http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage2.doc*.

SECTION 3 - SUBCONTRACTING OPPORTUNITY

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item # 1-4 **Description:** ShoreTel Products and Services

SECTION 4 - MENTOR-PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a good faith effort towards that specific portion of work. Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?

☐ - **Yes (If Yes, complete SECTION 8 and 10.)** X☐ - **No / Not Applicable (If No or Not Applicable, go to SECTION 5.)**

SECTION 5 - PROFESSIONAL SERVICES CONTRACTS ONLY

This section applies to Professional Services Contracts only. All other contracts go to SECTION 6.

Does your HSP contain subcontracting of 20% or more with HUB(s)?

☐ - **Yes (If Yes, complete SECTION 8 and 10.)** ☐ - **No / Not Applicable (If No or Not Applicable, go to SECTION 6.)**

In accordance with Gov't Code §2254.004, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.

SECTION 6 - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 7, 8 and 10.

a. Provide written notification of the subcontracting opportunity listed in SECTION 3 to **three (3)** or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL), found at ***http://www2.cpa.state.tx.us/cmbl/cmblhub.html***, and its HUB Directory, found at ***http://www2.cpa.state.tx.us/cmbl/hubonly.html***, to identify available HUBs. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**

b. Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers may be accessed at ***http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/***. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**

c. Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the HUBs no less than five (5) working days from their receipt of notice to respond, **and** provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than five (5) working days prior to the submission of your response to the contracting agency.

SECTION 7 - HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY

List **three (3)** State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**

	Company Name	VID #	Notice Date (mm/dd/yyyy)	Was Response Received?
1			/ /	☐ - Yes ☐ - No
2			/ /	☐ - Yes ☐ - No
3			/ /	☐ - Yes ☐ - No

SECTION 8 A — SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a Texas certified HUB.

Company Name	VID #	Expected % of Contract	Approximate Dollar Amount	Texas Certified HUB?
_____	_____	_____ %	$ _____	☐ - Yes ☐ - No*
_____	_____	_____ %	$ _____	☐ - Yes ☐ - No*

***If the subcontractor(s) you selected is not a Texas certified HUB, provide written justification of your selection process below:**

_____

SECTION 8 B — RESELLERS SEE ATTACHED SPREADSHEET

Vendor Contacts

Reseller Name Vendor ID	HUB	Contact
Reseller Name **A&A Telecom** **Vendor ID: 1742635064500**		Name: Alan Hummon Email: ahummon@aatg.net Phone: 512-632-8646 Fax: 512-452-5088
Reseller Name **Abyx Business Systems** **Vendor ID: 1742609212200**	Hispanic/Male	Name: Efraim Palacios Email: efraim@abyxusa.com Phone: (210) 223-2299 Fax: (210) 223-2770
Reseller Name **Affiliated Communications** **Vendor ID: 1751964065400**		Name: Jim Carter Email: jcarter@affiliatedcom.com Phone: 972-852-4010 Fax: 972-422-9867
Reseller Name **ArtCom Associates Inc** **Vendor ID: 17426153171**	Hispanic/Female	Name: Artemio Flores III Email: art@artcomtx.com Phone: 210-684-8877 Fax: same
Reseller Name **AT&T Datacomm** **Vendor ID: 13642844552**		Name: Larry Lagadinas Email: ll6484@att.com Phone:214-464-3275 Fax:
Reseller Name **Verizon Business** **Vendor ID: 1132745892000**		Name: Marty Weidenbach Email: weidenbach.marty@verizonbusiness.com Phone: 979-219-9827 Fax: same
Reseller Name **BlackBox** **Vendor ID: 1-74-250-2454-800**		Name: Tim D'Antonio Email: tim.dantonio@blackbox.com Phone: 210-828-4966 Fax: same
Reseller Name **Comm3** **Vendor ID: 1752815216200**		Name: Troy Cryer Email: troy.cryer@comm3.net Phone: (214) 389-2625 Fax: same
Reseller Name **Creative Switching Designs Inc.** **Vendor ID: 1-76-021-1262-900**		Name: Thomas Larvin Email: tlarvin@csdusa.com Phone: 281-579-1671 Fax: same

Reseller Name **East Texas Advanced Communications Service** **Vendor ID: 1-75-282-0496-300**		Name: Randy Gann Email: rgann@acstyler.com Phone: 903-877-3002 Fax: same
Reseller Name **Mandry Technology** **Vendor ID:** **32038506880**		Name: Thomas Mandry Email: tmandry@mandrytechnology.com Phone: 806-791-3661 Fax: 806-687-8304
Reseller Name **Enterprise Systems Corporation** **Vendor ID:** **1-02-059-4306-000**		Name: Rodney Hyde Email: rhyde@enter-sys.com Phone: 713-343-1222 Fax: same
Reseller Name **Genesis Business Communication Systems** **Vendor ID: 1-76-010-2405-600**	Yes	Name: Debra Schindler Email: debra@genesistelecom.com Phone: 713-868-5415 Fax: same
Reseller Name **Layer 3** **Vendor ID:** **1-27-009-7420-200**		Name: Craig Wall Email: cwall@layer3com.com Phone: 512-329-2920 Fax: same
Reseller Name **Liquid Spoke** **Vendor ID: 1-20-291-1889-500**		Name: Rich Tarity Email: rtarity@liquidspoke.com Phone: 484-654-1530 Fax: same
Reseller Name **Pathwayz Network Solutions** **Vendor ID: 3-20-390-5693-5**		Name: Paul Chapman Email: pchapman@pathwayz.net Phone: 817-994-1900 Fax: same
Reseller Name **Total Technologies** **Vendor ID: 1-76-070-1718-700**	Yes	Name: Mike Murphy Email: mmurphy@total-tec.com Phone: 832-300-2801 Fax:
Reseller Name **Westron Communications** **Vendor ID: 1-75-207-1070-200**		Name: Dave Casey Email: dcasey@westron.com Phone: 972-546-1441 Fax: same
Reseller Name **Unicom Data** **Vendor ID: 1752263779600**	Yes	Name: Tim Freez Email: tim@unicomdata.com Phone: 972-993-8800 Fax:
Reseller Name **JTW Enterprise-dba-WoodNetworks** **Vendor ID: 17529621199**		Name: Jeff Wood Email: jeff@woodnetworks.com Phone: 903-581-0922 Fax: (903) 581-0966
Reseller Name **Technology Resource Center of America** **Vendor ID: 32039594869**		Name: Steve Belden Email: steve.belden@trca.com Phone: (800) 587-5650 Fax: (940) 323-2649
Reseller Name **Resilient Intelligent Networks** **Vendor ID: 32020137009**		Name: Chris Barnes Email: chris@resilientiq.com Phone: (972) 571-1339 Fax:

Reseller Name **Xeta Technologies** **Vendor ID: 17311300457**		Name: Art Evans Email: art.evans@xeta.com Phone: (918) 664-8200 Fax:
Reseller Name **IS Support** **Vendor ID: 32007959441**		Name: Steve Combs Email: scombs@issupport.com Phone: (713) 861-7870 Fax: (832) 201-8165
Reseller Name **Chrysalis MSP** **Vendor ID: 32040465968**		Name: Gary Giddings Email: gary.giddings@chrysalismsp.com Phone: (281) 448-2025 Fax:
Reseller Name **Nu-Vision Technologies – dba- Black Box** **Vendor ID: 1200380560800**		Name: Chuck Davenport Email: chuck.davenport@nuvt.com Phone: (888) 300-2400 Fax: 817-303-0261
Reseller Name **Qwest Communications Company** **Vendor ID: 10461417395**		Name: Rena Schrader Email: rena.schrader@qwest.com Phone: (512) 338-5770 Fax: (512) 338-5709
Reseller Name **CMS Communications** **Vendor ID: 14313887466**		Name: Carlos Galan Email: cgalan@cmsc-solutions.com Phone: (281) 617-5724 Fax: (281) 617-5724
Reseller Name **AMA TechTel** **Vendor ID: 54-2080777**		Name: Marc Bennett Email: mbennett@amatechtel.com Phone: (806) 322-2222

Enter your company's name here: **ShoreTel Inc** Solicitation #: **DIR-SDD-1603**

SECTION 9 - SELF PERFORMANCE JUSTIFICATION

(If you responded "No" to SECTION 2, you must complete SECTION 9 and 10.)

Does your response/proposal contain an explanation demonstrating how your company will fulfill the entire contract with its own resources?

☐ - **Yes** If Yes, in the space provided below, list the specific page/section of your proposal which identifies how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.

☐ - **No** If No, in the space provided below, explain how your company will perform the entire contract with its own equipment, supplies, materials, and/or employees.

SECTION 10 - AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP are true and correct. Respondent understands and agrees that, if awarded any portion of the solicitation:

- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying their compliance with the HSP, including the use/expenditures they have made to subcontractors. (The PAR is available at ***http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls***).
- The respondent must seek approval from the contracting agency prior to making any modifications to their HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to debarment pursuant to Gov't Code §2161.253(d).
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are to be performed and must provide documents regarding staff and other resources.

On File	Mark Thompson	Government Program Manager	01/26/11
Signature	Printed Name	Title	Date

Rev. 08/08

ACORD

CERTIFICATE OF LIABILITY INSURANCE

OP ID: JM

DATE (MM/DD/YYYY) 08/26/11

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 Carlisle Insurance Agency, Inc Corpus Christi Office 500 N Water Suite 900 Corpus Christi, TX 78401-0234 Donald E Clark 361-884-2775 361-884-3470	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: RICHL-1
INSURED Richline Technical Services PO Box 1399 Corpus Christi, TX 78403	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Hartford Lloyds Insurance Co — 38253 INSURER B : Hartford Underwriters Ins Co — 30104 INSURER C : Texas Mutual Insurance Co — 22945 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			65SBATZ3083	04/13/11	04/13/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 200,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			65UECJW7221	04/24/11	04/13/12	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	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SBP0001219260	12/28/10	12/28/11	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is listed as Additional Insured on General Liability and Auto Liability when required by written contract. Waiver of Subrogation is provided on General Liability, Auto Liability and Workers' Compensation policies when required by written contract. 30DNOC.

CERTIFICATE HOLDER

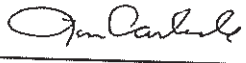
HIDAL04

Hidalgo County
100 East Cano 4th Floor
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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Conference Bridge	10245	Converged Conferencing, 12 Audio Conferencing Ports, IM Server (Software and Hardware)	$ 9,300.00
Conference Bridge	10246	Converged Conferencing, 12 Audio & Web Conferencing Ports, IM Server (Software and Hardware)	$ 15,300.00
Conference Bridge	10247	Add-on, Audio Conferencing SW (12 Ports)	$ 7,000.00
Conference Bridge	10248	Add-on, Audio & Web Conferencing SW (12 Ports)	$ 9,000.00
Conference Bridge	10249	Base, Converged Conferencing Upgrade, 1st 12 Web Ports (requires Conf Bridge Release 7.1)	$ 6,000.00
Conference Bridge	10250	Base, Conference Bridge Upgrade, Additional 12 Web Ports	$ 7,000.00
Contact Center	30015	LICENSE, ECC INBOUND 5 VOICE - 5 concurrent agent and 5 concurrent IVR Port licenses. Incremental licenses over ECC base 10 package.	$ 4,125.00
Contact Center	30016	LICENSE, ECC OUTBOUND VOICE 5 -5 concurrent agent licenses for outbound campaigns. Add on to inbound voice licenses. Consumed once an agent logs to a outbound group. IVR ports not included.	$ 2,000.00
Contact Center	30017	LICENSES, ECC 5 EMAIL - 5 concurrent agent licenses for emails. Add on to inbound voice license. License consumed everytime an agent logs into a email group.	$ 2,000.00
Contact Center	30018	LICENSES, ECC 5 WEB - 5 concurrent agent licenses for web chat, co-browsing and web callbacks. Add on to inbound voice licenses. Consumed everytime an agent logs into a chat group.	$ 2,000.00
Contact Center	30020	LICENSE, CC INBOUND 5 VOICE - 5 concurrent agent licenses for inbound voice calls. Incremental licenses over the CC base 10 package which include 10 agent licenses.	$ 2,500.00
Contact Center	30023	LICENSE, CC AGENT BOARD OPTION - Capability for Supervisors to send messages, real time statistical information to agent PC's. One license is required per system. Only required for CC edition.	$ 500.00
Contact Center	30024	LICENSE, CC WALL BOARD OPTION - Enables Supervisors to send messages, statistical information to external wallboards (not included). One license required per system. Only required for CC edition.	$ 500.00
Contact Center	30025	LICENSE, CC FORMULA EDITOR OPTION - Enables capability for special formulas to be created in the historical reporting application. One license required per system. Only required for CC edition.	$ 500.00
Contact Center	30026	LICENSE, CC WORK FORCE MGMT CONN - Capability for connecting to a WFM appl like Blue Pumpkin for exporting historical reporting information. One license required per system. Only required for CC edition.	$ 500.00
Contact Center	30034	ECC BASE 10 PACKAGE - Includes server software, 10 concurrent Agent lic for inbound voice, 10 concurrent IVR Ports, 1 Supervisor Admin, Wall board,Agent board and Forumula Editor lic for the whole system. 1 Base Package is needed per server.	$ 8,504.00
Contact Center	30038	LICENSE, 5 IVR PORTS - 5 IVR port license. incremental licenses over either the ECC Base 10 Package/ECC Base 10 IVR Package	$ 1,000.00
Contact Center	30045	ECC Base 10 IVR PKG - Needed only for stand alone IVRself service applications. Includes server software, 10 concurrent IVR ports. Only one Base Package is needed per server. No agents can be assigned to or used by this IVR server.	$ 11,462.00
Contact Center	30047	UPGRADE TO FULL ECC SUPERVISOR - Upgrade a Supervisor Monitor only license to a full Supervisor Administrator license	$ -
Contact Center	30056	ShoreTel Contact Center TAPI App Server License - Allows use of Contact Center TAPI apps with ST system. Needed if the app is on distributed servers for each additional server other than the primary	$ 495.00
Contact Center	30063	CC-ECC Redundant Server License - (Not for use with CC-ECC 4.66) - License for the redundant or warm standby CC/ECC server. Will be configured with the same licenses as the primary server. Includes a server dongle and the TAPI App Server Lic.	$ 6,500.00
Contact Center	30069	LICENSE,CC/ECC SUPERVISOR - (Not for use with CC-ECC 4.66) - Access real time status, skill set management, access/administer historical reports, call flows, wallboards and agent boards.	$ 825.00
Contact Center	30070	LIC, CC/ECC SPVSR (MONITOR ONLY) - (Not for use with CC-ECC 4.66) - Access real time information, control agent activities.	$ 1,838.00
Contact Center	30075	CC-ECC 4.X SUPERVISOR UPGRADE TO 5.0 SUPERVISOR LICENSE - Upgrade dongle based SPVSR licenses to concurrent s/w license on version 5.0. Only one license required for all supervisors. Existing dongles must be returned upon receiving s/w key.	$ -
Contact Center	30076	CC-ECC 4.X REDUNDANT SERVER UPGRADE TO 5.0 REDUNDANT SERVER LICENSE - Upgrades the 4.X redundant license to 5.0 redundant license. Must be on version 5.0.	$ -

Contact Center	93016	ST Reseller CC Demo & Training Kit (not for resale). Full ECC In-house Demo System - limit one per reseller (5-inbound/outbound/chat/email, 1 SupAdmin lic). Only for partners, not for customers.	$ 3,000.00
Contact Center Promotions	30036	LICENSE, CC SERVER UPGRADE - Upgrade a CC Base 10 Package license to an ECC Base 10 Package	$ 3,042.00
Contact Center Promotions	30037	LICENSE, CC AGENT UPGRADE - Upgrade a CC 5 inbound license to an ECC 5 inbound license	$ 1,625.00
Contact Center Promotions	30088	LICENSE, WORKGROUP AGENT TO ECC AGENT UPGRADE - Upgrades a workgroup agent to an ECC agent with inbound voice capability.	$ 825.00
Contact Center Promotions	30089	LICENSE, WORKGROUP SUPERVISOR TO ECC SUPERVISOR UPGRADE - Upgrades a workgroup supervisor to an ECC admin supervisor. Access real time, historical reports, and wallboards.	$ 825.00
Contact Center Promotions	30090	LICENSE, WORKGROUP TO ECC BASE SYSTEM UPGRADE - Required only for upgrading from workgroup to new ECC system. Includes 1 ECC agent voice license and a server dongle.	$ 825.00
Developer Network	18000	SW Developer, 1 Year Membership	$ 995.00
Developer Network	18001	SW Developer, 5 Incidents Support	$ 2,490.00
Developer Network	18002	SW Developer, 10 Incidents Support	$ 4,725.00
Extended Applications	18003	ShoreWare Workgroup Monitor Application - Realtime performance monitor for ShoreTel Workgroups, including graphical views	$ 3,713.00
Extended Applications	18004	Workgroup Exceptional/Abandoned Call Report	$ 1,485.00
Extended Applications	18005	Workgroup Target Service Level Agreement Report	$ 1,485.00
Extended Applications	18006	Workgroup Agent Daily Login/Logout Report	$ 1,485.00
Extended Applications	18007	Bundled Report, Includes Abandoned Call, Target SLA, and Agent Daily Login/Logout Reports	$ 3,713.00
Extended Applications	18008	ShoreWare Emergency Notification, 5 or fewer	$ 2,200.00
Extended Applications	18009	ShoreWare Emergency Notification, 6 or more	$ 5,500.00
Extended Applications	18010	ShoreTel Call Router Application - System-wide Caller ID and DNIS based routing with web-based Administration	$ 3,438.00
Extended Applications	18011	ShoreTel EasyPop (Universal CRM Connector) - Licensed per desktop seat	$ 200.00
Extended Applications	18012	ShoreTel Application Dialer - Desktop client application which allows highlight and click-to-call from any Microsoft Windows Application	$ 72.00
Extended Applications	18018	ShoreTel Contact Center Agent Dashboard - Base package (5 concurrent users) - Web-based agent dashboard providing real-time agent & queue statistics. Must be run on separate server from CC server.	$ 1,250.00
Extended Applications	18019	ShoreTel Contact Center Agent Dashboard - Add-on license (1 concurrent user) - Combine with Base Package incrementally for increased concurrent user capacity.	$ 150.00
Extended Applications	18020	ShoreTel Contact Center Interaction Viewer - Base package (1 concurrent user) - Web based viewer for end to end call interaction details with link to ShoreTel CDR. Includes pre-requisite CCIR Transform Service. Runs on separate server from CC server.	$ 2,750.00
Extended Applications	18021	ShoreTel Contact Center Interaction Viewer - Add-on license (1 concurrent user) - Combine with Base Package incrementally for increased concurrent user capacity.	$ 400.00
Extended Applications	18022	ShoreTel CCIR Transform Service (No CC Interaction Viewer Web Application) ? Re-factors CCIR database data into a database that is call oriented. Included in the CCIV Base license. Requires separate server from CC server.	$ 1,950.00
Extended Applications	18023	ShoreTel Contact Center Real-time Monitoring Bundle (includes 1 CC Interaction Viewer user & 5 CC Agent Dashboard user licenses). Must be installed on separate server from CC server.	$ 3,000.00
Extended Applications	41002	SALESFORCE.COM Call Center Adaptor Software	$ 200.00
Extended Applications	41004	ShoreTel Netsuite CRM Integration Software	$ 200.00
Extended Applications	41005	ShoreTel Microsoft Dynamics CRM Integration	$ 200.00
Extended Applications	50043	Bundle of three Enhanced ShoreWare Workgroup Reports (Abandoned Call, Target SLA, and Agent Daily Login/Logout) and ShoreWare Workgroup Monitor Application (Realtime performance monitor for ShoreTel Workgroups)	$ 7,425.00
Extended Applications	93111	ShoreTel Web Dialer	$ 72.00
Implementation Services	10143	ShoreTel On-site Travel Expense (T&E estim. for the first day)	$ 1,000.00
Implementation Services	91075	Converged Conferencing 5.6 to 7.1 Upgrade Service with data preservation.	$ 1,800.00

Implementation Services	91076	Enterprise Advanced Queue Access 1 year - First Engineer	$ 18,000.00
Implementation Services	91077	Enterprise Advanced Queue Access 1 year - Additional Engineer	$ 6,000.00
Implementation Services	91078	Post Install Onsite Service for up to 4 hours during M-F 8am to 5pm	$ 1,000.00
Implementation Services	91079	Post Install Onsite Service for up to 8 hours during M-F 8am to 5pm	$ 1,800.00
Implementation Services	91080	Post Install Onsite Service for up to 4 hours after hours except Sundays and Holidays	$ 1,500.00
Implementation Services	91081	Post Install Onsite Service for up to 8 hours after hours except Sundays and Holidays	$ 2,700.00
Implementation Services	91082	Post Install Onsite Service for up to 4 hours during Sundays and Holidays	$ 2,000.00
Implementation Services	91083	Post Install Onsite Service for up to 8 hours during Sundays and Holidays	$ 3,600.00
Implementation Services	91091	Contact Center Implementation Services - includes onsite delivery during business hours	$ 1.00
Implementation Services	91098	Contact Center Implementation includes Remote Discovery, Project Management and Onsite Programming during business hours	$ 1.00
Implementation Services	92010	IPBX Implementation Full Day - Travel and Expenses are not included	$ 1,800.00
Implementation Services	92011	IPBX Implementation One Half Day - Half Day Rate - Travel and Expenses are not included	$ 1,000.00
Implementation Services	92012	Contact Center Implementation Full Day - Travel and Expenses are not included	$ 1,800.00
Implementation Services	92013	Implementation Service Hourly (addition to Half day) - Travel and Expenses are not included	$ 250.00
Implementation Services	92014	ShoreTel Conference Bridge Implementation Full Day - Travel and Expenses are not included	$ 1,800.00
Implementation Services	92017	Contact Center Implementation Half Day - Travel and Expenses are not included	$ 1,000.00
Implementation Services	92018	ECC Implementation SOW	$ 1.00
Implementation Services	93085	Implementation Services, Hourly. NOTE: Services do not include travel and expense costs (T&E). T&E billed at actual rates upon completion of services.	$ 225.00
Implementation Services	93148	ShoreTel On-site Travel Expense (T&E estim. for additional day, requires First Day or SKU 10143 to be ordered)	$ 250.00
Implementation Services	93157	Remote Partner Assist Service (Business Hours) - Time and Materials - Hourly Rate (Two hours minimum, 8:00AM-5:00PM Monday - Friday)	$ 225.00
Implementation Services	93158	Remote Partner Assist Service (Evening Hours and Saturday) - Time and Materials - Hourly Rate (Two hours minimum, 5:01PM-7:59AM Monday - Friday and all day Saturday)	$ 337.50
Implementation Services	93159	Remote Partner Assist Service (Holiday and Sunday) - Time and Materials - Hourly Rate (Two hours minimum, Holidays and Sunday)	$ 450.00
Implementation Services	93160	Project Technical Account Manager - Time and Materials - Full Day Rate (Five days minimum, 8:00AM-5:00PM Monday - Friday, Travel and Expense extra)	$ 1,800.00
Implementation Services	93187	Remote Call Control Integration with OCS Full Day - Full day implementation services for integrating ShoreTel with OCS using ShoreWare CSTA server	$ 2,200.00
Implementation Services	93188	Remote Call Control Integration with OCS Half Day - Half day implementation services for integrating ShoreTel with OCS using ShoreWare CSTA server	$ 1,100.00
Other Equipment	10151	Harmonica for ShoreGear 40/8	$ 43.00
Other Equipment	10162	Handset, IP Phone	$ 27.00
Other Equipment	10169	IP560 (S2/S6) Wall Mount Kit	$ 12.25
Other Equipment	10189	ShoreTel Reseller Rolling Demo System	$ 5,495.00
Other Equipment	10195	IP110 / IP115 / BB24 Wall Mount Kit	$ 13.00
Other Equipment	10211	IP212K/230/265 Wall Mount Kit	$ 13.00
Other Equipment	10224	Shoregear Dual Tray Wall Mount Kit	$ 20.00
Other Equipment	10370	Phone Base for IP110, IP115	$ 7.00
Other Equipment	10371	Phone Base for IP210, IP230, IP230G, IP265	$ 7.00
Other Equipment	10372	Phone Base for IP530, IP560, IP560G, IP565G	$ 7.00
Other Equipment	10373	Handset Cord	$ 3.00
Other Equipment	10400	Rack Mount Ears (10 pairs, 8 screws per pair)	$ 150.00
Other Equipment	30058	VPN Concentrator Add-on licenses : Qty 5. For Model 4500 / 5300 Concentrators	$ 600.00
Other Equipment	30059	VPN Concentrator Add-on licenses : Qty 10. For Model 5300 Concentrator only	$ 1,000.00
Other Equipment	30060	VPN Concentrator Add-on licenses : Qty 25. For Model 5300 Concentrator only	$ 2,300.00

Other Equipment	60029	VPN Concentrator Model 4500 , Bundle (Includes Licenses for 5 connections). For use with ST 8.1 or later only	$ 2,495.00	
Other Equipment	60030	VPN Concentrator Model 4500 , Bundle (Includes Licenses for 10 connections). For use with ST 8.1 or later only	$ 2,995.00	
Other Equipment	60031	VPN Concentrator Model 5300 , Bundle (Includes Licenses for 10 connections). For use with ST 8.1 or later only	$ 4,995.00	
Other Equipment	60032	VPN Concentrator Model 5300 , Bundle (Includes Licenses for 25 connections). For use with ST 8.1 or later only	$ 5,995.00	
Other Equipment	60033	VPN Concentrator Model 5300 , Bundle (Includes Licenses for 50 connections). For use with ST 8.1 or later only	$ 7,995.00	
Other Equipment	60034	VPN Concentrator Model 5300 , Bundle (Includes Licenses for 100 connections). For use with ST 8.1 or later only	$ 9,995.00	
Other Equipment	60047	Kit, Analog Harmonica & Telco 25PR (FF) Cable For ShoreGear 120/24, 30, 50, 90, 220T1A, and 24A	$ 99.00	
Other Equipment	60068	KIT, Recovery Flash Drive, ST 11.x Demo System XL	$ 85.00	
Other Equipment	60083	ShoreTel Demo System Software Upgrade Bundle 11.x (All regions)	$ 495.00	
Other Equipment	60106	Add-on: 10 users (GSA). For use with SKU# 60117.	$ 5,390.00	*only available to GSA certified resellers
Other Equipment	60117	Base Telephone System - 25 users (GSA)	$ 11,569.00	*only available to GSA certified resellers
Other Equipment	80015	Overlay, IP212 Slv, Fch-Can (25PK)	$ 22.00	
Other Equipment	80016	Overlay, IP212 Blk, Fch-Can (25PK)	$ 22.00	
Other Equipment	80017	Overlay, IP230/560 Slv, Fch-Can (25PK)	$ 22.00	
Other Equipment	80018	Overlay, IP230/560 Blk, Fch-Can (25PK)	$ 22.00	
Other Equipment	80019	Overlay, IP110 Slv, Fch-Can (25PK)	$ 22.00	
Other Equipment	80020	Overlay, IP110 Blk, Fch-Can (25PK)	$ 22.00	
Other Equipment	80090	SIPARATOR 19, Bundle (Includes SIP trunking module & 5 traversal licences for up to 5 simultaneous SIP trunk calls)	$ 1,600.00	
Other Equipment	80091	SIPARATOR 19, Bundle (Includes SIP trunking module & 25 traversal licences for up to 25 simultaneous SIP trunk calls- T1 equivalent bundle)	$ 2,640.00	
Other Equipment	80092	SIPARATOR 19, Bundle (Includes SIP trunking module & 30 traversal licences for up to 30 simultaneous SIP trunk calls - E1 equivalent bundle)	$ 2,890.00	
Other Equipment	80095	Licence, additional 5 supplementary traversal (or SIP trunk call) to an existing SIPARATOR	$ 350.00	
Other Equipment	80096	SIPARATOR 51, Bundle (Includes SIP trunking module & 50 traversal licences for up to 50 simultaneous SIP trunk calls - 2 x T1 equivalent bundle)	$ 7,410.00	
Other Equipment	80097	SIPARATOR 51, Bundle (Includes SIP trunking module & 60 traversal licences for up to 60 simultaneous SIP trunk calls - 2 x E1 equivalent bundle)	$ 7,760.00	
Other Equipment	93015	ST Reseller ECC Demo & Training Kit (not for resale). Full ECC In-house Demo System - limit one per reseller (5-inbound/outbound/chat/email, 1 SupAdmin lic). Include 1 seat in the TC-201 class. Only for partners, not for customers.	$ 4,500.00	
Other Equipment	93154	SAME DAY PROCESSING RUSH FEE	$ 75.00	
Out of Warranty / Expired Support	91073	ShoreGear Switch Repair	$ 750.00	
Partner Support	93189	Shared Support for Contact Center - 1 Year. A 1 year service agreement providing Partner Support for the IPBX and Enterprise Support for the Contact Center.	$ 1.00	
Partner Support	93190	Shared Support for Contact Center - 3 year. A 3 year service agreement providing Partner Support for the IPBX and Enterprise Support for the Contact Center.	$ 1.00	
Partner Support	93191	Shared Support for Contact Center - 5 year. A 5 year service agreement providing Partner Support for the IPBX and Enterprise Support for the Contact Center.	$ 1.00	
Partner Support	94111	ShoreCare Partner Support (1 Year, No Phones)	$ 1.00	
Partner Support	94112	ShoreCare Partner Support (1 Year, Full Coverage)	$ 1.00	

Partner Support	94131	ShoreCare Partner Support (3 Year, No Phones)	$	1.00
Partner Support	94132	ShoreCare Partner Support (3 Year, Full Coverage)	$	1.00
Partner Support	94151	ShoreCare Partner Support (5 Year, No Phones)	$	1.00
Partner Support	94152	ShoreCare Partner Support (5 Year, Full Coverage)	$	1.00
Professional Services	93080	Professional Services Custom Software (NOTE: Due to inherent variability in delivery timeframe, custom software must be submitted on a separate order and can not be combined in a single order with other products)	$	1.00
ShoreCare Enterprise (Sell through) Su	91092	Technical Assistance Center (TAC) Remote hourly labor rate (Business Hours) - (Two hours minimum, 8:00AM-5:00PM Monday - Friday customer site)	$	280.00
ShoreCare Enterprise (Sell through) Su	91093	Technical Assistance Center (TAC) Remote hourly labor rate (Evening Hours and Saturday) - (Two hours minimum, 5:01PM-7:59AM Monday - Friday and all day Saturday customer site)	$	410.00
ShoreCare Enterprise (Sell through) Su	91094	Technical Assistance Center (TAC) Remote hourly labor rate (Holiday and Sunday) - (Two hours minimum, Holidays and Sunday customer site)	$	560.00
ShoreCare Enterprise (Sell through) Su	91095	Technical Assistance Center (TAC) Onsite daily labor rate (Monday - Friday, daily rate applies to time traveling to site). NOTE: Services do not include travel and expense costs (T&E). T&E billed at actual rates upon completion of services.	$	2,240.00
ShoreCare Enterprise (Sell through) Su	91096	Technical Assistance Center (TAC) Onsite daily labor rate (Saturday and Sunday, daily rate applies to time traveling to site). NOTE: Services do not include travel and expense costs (T&E). T&E billed at actual rates upon completion of services.	$	3,280.00
ShoreCare Enterprise (Sell through) Su	91097	Technical Assistance Center (TAC) Onsite daily labor rate (ShoreTel Holiday, daily rate applies to time traveling to site). NOTE: Services do not include travel and expense costs (T&E). T&E billed at actual rates upon completion of services.	$	4,480.00
ShoreCare Enterprise (Sell through) Su	91101	Standard License Lockout Recovery Service (Work completed within 1 business day)	$	400.00
ShoreCare Enterprise (Sell through) Su	91102	Expedited License Lockout Recovery Service (Work completed within 2 hours)	$	600.00
ShoreCare Enterprise (Sell through) Su	95111	ShoreCare Enterprise Support (1 Year, No Phones)	$	1.00
ShoreCare Enterprise (Sell through) Su	95112	ShoreCare Enterprise Support (1 Year, Full Coverage)	$	1.00
ShoreCare Enterprise (Sell through) Su	95131	ShoreCare Enterprise Support (3 Year, No Phones)	$	1.00
ShoreCare Enterprise (Sell through) Su	95132	ShoreCare Enterprise Support (3 Year, Full Coverage)	$	1.00
ShoreCare Enterprise (Sell through) Su	95151	ShoreCare Enterprise Support (5 Year, No Phones)	$	1.00
ShoreCare Enterprise (Sell through) Su	95152	ShoreCare Enterprise Support (5 Year, Full Coverage)	$	1.00
ShoreCare Enterprise (Sell through) Su	95211	ShoreCare Enterprise Support (1 Year, No Phones, Next Business Day Onsite Switch Replacement). Allow 30 days from purchase for contract activation in the U.S. 60 days for other countries. Min. $1800 ($US or equivalent)	$	1.00
ShoreCare Enterprise (Sell through) Su	95212	ShoreCare Enterprise Support (1 Year, Full Coverage, Next Business Day Onsite Switch Replacement). Allow 30 days from purchase for contract activation in the U.S. 60 days for other countries. Min. $1800 ($US or equivalent)	$	1.00
ShoreCare Enterprise (Sell through) Su	95231	ShoreCare Enterprise Support (3 Year, No Phones, Next Business Day Onsite Switch Replacement). Allow 30 days from purchase for contract activation in the U.S. 60 days for other countries. Min. $1800 ($US or equivalent)	$	1.00
ShoreCare Enterprise (Sell through) Su	95232	ShoreCare Enterprise Support (3 Year, Full Coverage, Next Business Day Onsite Switch Replacement). Allow 30 days from purchase for contract activation in the U.S. 60 days for other countries. Min. $1800 ($US or equivalent)	$	1.00
ShoreCare Enterprise (Sell through) Su	95251	ShoreCare Enterprise Support (5 Year, No Phones, Next Business Day Onsite Switch Replacement). Allow 30 days from purchase for contract activation in the U.S. 60 days for other countries. Min. $1800 ($US or equivalent)	$	1.00
ShoreCare Enterprise (Sell through) Su	95252	ShoreCare Enterprise Support (5 Year, Full Coverage, Next Business Day Onsite Switch Replacement). Allow 30 days from purchase for contract activation in the U.S. 60 days for other countries. Min. $1800 ($US or equivalent)	$	1.00

ShoreCare Enterprise (Sell through) Su	95331	ShoreCare Enterprise Support (3 Year, No Phones, 4hr Onsite Switch Replacement). Allow 30 days from purchase for contract activation in the U.S. 60 days for other countries. Min. $1800 ($US or equivalent)	$ 1.00
ShoreCare Enterprise (Sell through) Su	95332	ShoreCare Enterprise Support (3 Year, Full Coverage, 4hr Onsite Switch Replacement). Allow 30 days from purchase for contract activation in the U.S. 60 days for other countries. Min. $1800 ($US or equivalent)	$ 1.00
ShoreCare Enterprise (Sell through) Su	95351	ShoreCare Enterprise Support (5 Year, No Phones, 4hr Onsite Switch Replacement). Allow 30 days from purchase for contract activation in the U.S. 60 days for other countries. Min. $1800 ($US or equivalent)	$ 1.00
ShoreCare Enterprise (Sell through) Su	95352	ShoreCare Enterprise Support (5 Year, Full Coverage, 4hr Onsite Switch Replacement). Allow 30 days from purchase for contract activation in the U.S. 60 days for other countries. Min. $1800 ($US or equivalent)	$ 1.00
ShoreCare Enterprise (Sell through) Su	96112	ShoreCare Enterprise Support Pro (1 Year, Full Coverage)	$ 1.00
ShoreCare Enterprise (Sell through) Su	96132	ShoreCare Enterprise Support Pro (3 Year, Full Coverage)	$ 1.00
ShoreCare Enterprise (Sell through) Su	96152	ShoreCare Enterprise Support Pro (5 Year, Full Coverage)	$ 1.00
ShoreCare Enterprise (Sell through) Su	96212	ShoreCare Enterprise Support Pro (1 Year, Full Coverage, Next Business Day Onsite Switch Replacement). Allow 30 days from purchase for contract activation in the U.S. 60 days for other countries. Min. $1800 ($US or equivalent)	$ 1.00
ShoreCare Enterprise (Sell through) Su	96232	ShoreCare Enterprise Support Pro (3 Year, Full Coverage, Next Business Day Onsite Switch Replacement). Allow 30 days from purchase for contract activation in the U.S. 60 days for other countries. Min. $1800 ($US or equivalent)	$ 1.00
ShoreCare Enterprise (Sell through) Su	96252	ShoreCare Enterprise Support Pro (5 Year, Full Coverage, Next Business Day Onsite Switch Replacement). Allow 30 days from purchase for contract activation in the U.S. 60 days for other countries. Min. $1800 ($US or equivalent)	$ 1.00
ShoreCare Enterprise (Sell through) Su	96332	ShoreCare Enterprise Support Pro (3 Year, Full Coverage, 4hr Onsite Switch Replacement). Allow 30 days from purchase for contract activation in the U.S. 60 days for other countries. Min. $1800 ($US or equivalent)	$ 1.00
ShoreCare Enterprise (Sell through) Su	96352	ShoreCare Enterprise Support Pro (5 Year, Full Coverage, 4hr Onsite Switch Replacement). Allow 30 days from purchase for contract activation in the U.S. 60 days for other countries. Min. $1800 ($US or equivalent)	$ 1.00
ShoreCare Training (On-site requires T&	93051	Online Enduser Training - Per student	$ 195.00
ShoreCare Training (On-site requires T&	93052	Online Enduser Group Training (up to 8 students)	$ 795.00
ShoreCare Training (On-site requires T&	93053	Online System Admin - per student	$ 595.00
ShoreCare Training (On-site requires T&	93054	Online System Admin Group Training (up to 6 students)	$ 1,600.00
ShoreCare Training (On-site requires T&	93060	Implementing the ShoreTel IP System (5 days at ShoreTel, per student)	$ 2,500.00
ShoreCare Training (On-site requires T&	93061	Implementing the ShoreTel IP System class (5 days onsite, per student)	$ 2,800.00
ShoreCare Training (On-site requires T&	93062	Online System Admin Train-the-Trainer Training	$ 1,500.00
ShoreCare Training (On-site requires T&	93065	Onsite Train-the-Trainer Training (Enduser or System Admin, per student)	$ 2,500.00
ShoreCare Training (On-site requires T&	93069	CC Sys Admin Online Training / Student	$ 395.00
ShoreCare Training (On-site requires T&	93071	CC Supervisor Online Training / Student	$ 195.00
ShoreCare Training (On-site requires T&	93072	CC Agent Online Training / Student	$ 99.00
ShoreCare Training (On-site requires T&	93073	Implementing the ShoreTel CC Training	$ 2,500.00
ShoreCare Training (On-site requires T&	93074	CC Supervisor Onsite Training (12 students)	$ 4,000.00
ShoreCare Training (On-site requires T&	93075	CC Agent-Onsite (per Day plus T&E, up to 120 students)	$ 2,500.00
ShoreCare Training (On-site requires T&	93076	CC Sys Admin Onsite Training (12 students)	$ 2,500.00
ShoreCare Training (On-site requires T&	93077	Advanced System and Maintenance (4 days at ShoreTel, per student)	$ 2,500.00
ShoreCare Training (On-site requires T&	93078	Implementing the ShoreTel CC Onsite Training	$ 2,800.00
ShoreCare Training (On-site requires T&	93079	Advanced System and Maintenance (4 days onsite, per student)	$ 2,800.00
ShoreCare Training (On-site requires T&	93081	Implementing the ShoreTel IP System Course Final Exam	$ 495.00
ShoreCare Training (On-site requires T&	93082	Certification, ShoreTel Sales Training	$ 1,495.00
ShoreCare Training (On-site requires T&	93084	Online Training, Sm. Business Edition	$ 999.00
ShoreGear Voice Switches	10134	ShoreGear 120 - 1U full width - Max Capacities, 120 IP phones, 16 Analog exts, 0 LS trunks, 8 Universal ports. Not all maximum capacities can be reached at the same time.	$ 4,995.00

ShoreGear Voice Switches	10223	Kit, rack mounting tray, for ShoreGear Switch 1U half width, holds two 1U half width switches	$ 95.00
ShoreGear Voice Switches	10229	ShoreGear 220T1A - 1U half width, Max Capacities - 1 T1, 220 IP phones, 4 Analog exts, 2 LS trunks, 0 Universal ports. When digital trunk capacity is reached, IP phone capacity is still 70. Requires one Tray (SKU 10223) for every two units.	$ 6,495.00
ShoreGear Voice Switches	10259	ShoreGear 50 - 1U half width, Max Capacities - 50 IP phones, 2 Analog exts, 4 LS trunks, 0 Universal ports. Not all maximum capacities can be reached at the same time. Requires one Tray (SKU 10223) for every two units.	$ 1,995.00
ShoreGear Voice Switches	10260	ShoreGear 90 - 1U half width, Max Capacities - 90 IP phones, 4 Analog exts, 8 LS trunks, 0 Universal ports. Not all maximum capacities can be reached at the same time. Requires one Tray (SKU 10223) for every two units.	$ 2,995.00
ShoreGear Voice Switches	10261	ShoreGear 220T1 - 1U half width, Max Capacities - 1 T1, 220 IP phones, 0 analog exts, 0 LS trunks, 0 universal ports. When digital trunk capacity is reached, IP phone capacity is still 100. Requires one Tray (SKU 10223) for every two units.	$ 5,995.00
ShoreGear Voice Switches	10320	ShoreGear 30 - 1U half width, Max Capacities - 30 IP phones, 2 Analog exts, 2 LS trunks, 0 Universal ports. Not all maximum capacities can be reached at the same time. Requires one Tray (SKU 10223) for every two units. (requires ShoreTel 8 or later)	$ 1,595.00
ShoreGear Voice Switches	10321	ShoreGear 24A - 1U full width, Max Capacities - 24 Analog extensions. No IP Phone or trunk support. (requires ShoreTel 8 or later)	$ 2,995.00
ShoreGear Voice Switches	10322	ShoreGear T1k - 1U half width, Max Capacities - 1 T1, 0 IP phones, 0 Analog exts, 0 LS only trunks, 0 Universal ports. Digital trunk support only. Requires one Tray (SKU 10223) for every two units. (requires ShoreTel 8 or later)	$ 3,495.00
ShoreGear Voice Switches	10324	ShoreGear 50V - 1U half width. 50 IP phones, 2 Analog exts, 4 LS trunks, 50 mailboxes, 22 hours of storage. Not all max capacities can be reached at the same time. Requires one Tray (SKU 10223) for every two units. (requires ShoreTel 8.1 or later)	$ 2,495.00
ShoreGear Voice Switches	10325	ShoreGear 90V - 1U half width. 90 IP phones, 4 Analog exts, 8 LS trunks, 90 mailboxes, 56 hours of storage. Not all max capacities can be reached at the same time. Requires one Tray (SKU 10223) for every two units. (requires ShoreTel 8.1 or later)	$ 3,695.00
ShorePhone Telephones	10148	ShorePhone IP560 - Silver	$ 349.00
ShorePhone Telephones	10156	ShorePhone IP560 - Black	$ 349.00
ShorePhone Telephones	10174	ShorePhone BB24 - Silver (requires ShoreTel 6 or later)	$ 299.00
ShorePhone Telephones	10175	ShorePhone BB24 - Black (requires ShoreTel 6)	$ 299.00
ShorePhone Telephones	10177	ShorePhone IP110 - Black (requires ShoreTel 6 or later)	$ 149.00
ShorePhone Telephones	10196	ShorePhone IP230 - Black (6.1 or later)	$ 259.00
ShorePhone Telephones	10197	ShorePhone IP230 - Silver (6.1 or later)	$ 259.00
ShorePhone Telephones	10198	ShorePhone IP212k - Black (6.1 or later)	$ 299.00
ShorePhone Telephones	10199	ShorePhone IP212k - Silver (6.1 or later)	$ 299.00
ShorePhone Telephones	10203	ShorePhone IP560g - Silver (6.1or later)	$ 429.00
ShorePhone Telephones	10204	ShorePhone IP560g - Black (6.1 or later)	$ 429.00
ShorePhone Telephones	10216	ShorePhone IP115 - Silver (7.5 or later)	$ 159.00
ShorePhone Telephones	10217	ShorePhone IP115 - Black (7.5 or later)	$ 159.00
ShorePhone Telephones	10218	ShorePhone IP265 - Silver (7.5 or later)	$ 369.00
ShorePhone Telephones	10219	ShorePhone IP265 - Black (7.5 or later)	$ 369.00
ShorePhone Telephones	10220	ShorePhone IP565g - Silver (Version 7.5 build 12.13.1328 or later)	$ 599.00
ShorePhone Telephones	10221	ShorePhone IP565g - Black (Version 7.5 build 12.13.1328 or later)	$ 599.00
ShorePhone Telephones	10267	ShorePhone IP230g - Silver (8.1 or later)	$ 329.00
ShorePhone Telephones	10268	ShorePhone IP230g - Black (8.1 or later)	$ 329.00
ShorePhone Telephones	10269	ShorePhone Power Adapter for Ethernet Speed of 10/100/1000 (min 10 w/o phone order)	$ 35.00
ShorePhone Telephones	10277	ShorePhone IP8000 - Conference Phone, Bundle (Includes 1 SIP Device License). For use with ST 8 or	$ 1,099.00

ShorePhone Telephones	10279	ShorePhone ST230GSA - Black, TAA	$	419.00	*only available to GSA certified resellers
ShorePhone Telephones	10280	ShorePhone ST265GSA - Black, TAA	$	569.00	*only available to GSA certified resellers
ShorePhone Telephones	10282	ShorePhone IP265 Black, Bundled with Extension and Mailbox License - GSA Bundle	$	569.00	*only available to GSA certified resellers
ShorePhone Telephones	10283	ShorePhone IP265 Silver, Bundled with Extension and Mailbox License - GSA Bundle	$	569.00	*only available to GSA certified resellers
ShorePhone Telephones	10284	ShorePhone IP115 Black, Bundled with Extension and Mailbox License - GSA Bundle	$	359.00	*only available to GSA certified resellers
ShorePhone Telephones	10285	ShorePhone IP115 Silver, Bundled with Extension and Mailbox License - GSA Bundle	$	359.00	*only available to GSA certified resellers
ShorePhone Telephones	10286	ShorePhone IP212K Black, Bundled with Extension and Mailbox License - GSA Bundle	$	499.00	*only available to GSA certified resellers
ShorePhone Telephones	10287	ShorePhone IP212K Silver, Bundled with Extension and Mailbox License - GSA Bundle	$	499.00	*only available to GSA certified resellers
ShorePhone Telephones	10288	ShorePhone IP230 Black, Bundled with Extension and Mailbox License - GSA Bundle	$	459.00	*only available to GSA certified resellers
ShorePhone Telephones	10289	ShorePhone IP230 Silver, Bundled with Extension and Mailbox License - GSA Bundle	$	459.00	*only available to GSA certified resellers
ShorePhone Telephones	10290	ShorePhone IP230g Black, Bundled with Extension and Mailbox License - GSA Bundle	$	529.00	*only available to GSA certified resellers
ShorePhone Telephones	10291	ShorePhone IP230g Silver, Bundled with Extension and Mailbox License - GSA Bundle	$	529.00	*only available to GSA certified resellers
ShorePhone Telephones	10294	ShorePhone IP560g Black, Bundled with Extension and Mailbox License - GSA Bundle	$	629.00	*only available to GSA certified resellers
ShorePhone Telephones	10295	ShorePhone IP560g Silver, Bundled with Extension and Mailbox License - GSA Bundle	$	629.00	*only available to GSA certified resellers
ShorePhone Telephones	10296	ShorePhone IP565g Black, Bundled with Extension and Mailbox License - GSA Bundle	$	799.00	*only available to GSA certified resellers
ShorePhone Telephones	10297	ShorePhone IP565g Silver, Bundled with Extension and Mailbox License - GSA Bundle	$	799.00	*only available to GSA certified resellers
ShorePhone Telephones	10368	ShorePhone IP 655 - Microtips LCD ES5 V	$	695.00	
ShorePhone Telephones	10401	Remote Microphone Pod IP655 - QTY 2	$	195.00	
ShoreTel User Documentation	10304	ShoreTel Voice Mail Quick Reference, Doc. Pack, Qty 25	$	10.00	
ShoreTel User Documentation	10305	ShoreTel 110 IP Phone Quick Reference, Doc. Pack, Qty 25	$	10.00	
ShoreTel User Documentation	10306	ShoreTel 110 IP Phone User Guide, Doc. Pack, Qty 25	$	125.00	
ShoreTel User Documentation	10307	ShoreTel 212k IP Phone Quick Reference, Doc. Pack, Qty 25	$	10.00	
ShoreTel User Documentation	10308	ShoreTel 212k IP Phone User Guide, Doc. Pack, Qty 25	$	125.00	
ShoreTel User Documentation	10311	ShoreTel 560/560G IP Phone Quick Reference, Doc. Pack, Qty 25	$	10.00	
ShoreTel User Documentation	10312	ShoreTel 530/560/560G IP Phone User Guide, Doc. Pack, Qty 25	$	125.00	
ShoreTel User Documentation	10313	ShoreTel 115 IP Phone Quick Reference, Doc. Pack, Qty 25	$	10.00	
ShoreTel User Documentation	10314	ShoreTel 115 IP Phone User Guide, Doc. Pack, Qty 25	$	125.00	
ShoreTel User Documentation	10315	ShoreTel 265 IP Phone Quick Reference, Doc. Pack, Qty 25	$	10.00	
ShoreTel User Documentation	10316	ShoreTel 265 IP Phone User Guide, Doc. Pack, Qty 25	$	125.00	
ShoreTel User Documentation	10327	ShoreTel 565G IP Phone Quick Reference, Doc. Pack, Qty 25	$	10.00	
ShoreTel User Documentation	10328	ShoreTel 565G IP Phone User Guide, Doc. Pack, Qty 25	$	125.00	
ShoreTel User Documentation	10331	ShoreTel 230/230G IP Phone Quick Reference, Doc. Pack, Qty 25	$	10.00	
ShoreTel User Documentation	10332	ShoreTel 230/230G IP Phone User Guide, Doc. Pack, Qty 25	$	125.00	

ShoreTel User Documentation	10382	ShoreTel 655 IP Phone Quick Reference, Doc. Pack, Qty 25	$	10.00
ShoreTel User Documentation	10383	ShoreTel 655 IP Phone User Guide, Doc. Pack, Qty 25	$	125.00
ShoreWare Application Server	18016	ShoreTel Outbound Campaign IVR Application - Base package (5 simultaneous calls) - Create automated calling campaigns for Simple Notifications and Scripted Interactions with transfer to agents.	$	5,495.00
ShoreWare Application Server	18017	ShoreTel Outbound Campaign IVR Application - Add-on bundle (5 simultaneous calls) - Combine with Base Package incrementally for increased simultaneous call volume	$	1,095.00
ShoreWare Application Server	21020	Distributed Voice Services License	$	995.00
ShoreWare Application Server	29134	ShoreTel 11 Software	$	-
ShoreWare Application Server	29135	ShoreTel 11.1 Software (General Release)	$	-
ShoreWare Application Server	30006	Softphone License (7.5 and earlier versions)	$	150.00
ShoreWare Application Server	30035	Extension & Mailbox License	$	200.00
ShoreWare Application Server	30039	Extension-only License (requires ShoreTel 5.2 or higher)	$	140.00
ShoreWare Application Server	30040	Mailbox-only License (requires ShoreTel 5.2 or higher)	$	90.00
ShoreWare Application Server	30041	Add'l Language License (requires ShoreTel 5.2 or higher)	$	995.00
ShoreWare Application Server	30043	SIP Trunk Software License (requires ShoreTel 6. If you have a Conf Bridge you must upgrade it to Release 5.6)	$	50.00
ShoreWare Application Server	30044	Additional Site License	$	495.00
ShoreWare Application Server	30048	ShoreWare Remote Web Reporting License (License to enable generation of CDR reports via the web at remote locations) - not required for ShoreTel 11 or later	$	2,695.00
ShoreWare Application Server	30049	ShoreTel TAPI Application Server License (License to allow control of use of TAPI applications with ShoreTel system)	$	495.00
ShoreWare Application Server	30066	ShoreWare CSTA Server Software	$	-
ShoreWare Application Server	30080	License, SIP-based third party messaging integration - Allow a customer to use a third party voicemail with the ShoreTel system using SIP	$	4,495.00
ShoreWare Application Server	60020	Branch Office Solution (DVS License + Site License + Server) - Server supports up to 100 users	$	1,995.00
ShoreWare Client Software	30001	Personal Call Manager (ShoreTel 7.5)	$	-
ShoreWare Client Software	30042	License, Ext Only (Conference Bridge)	$	-
ShoreWare Client Software	30051	Mobile Access License	$	95.00
ShoreWare Client Software	30052	Professional Access License	$	80.00
ShoreWare Client Software	30053	SIP Device License (License to allow a SIP device to register with ShoreTel system. SIP devices also require SKU 30035 or 30039 to operate) - for US installations only	$	30.00
ShoreWare Client Software	30057	SIP Trunk to SIP Device Conversion License (Converts a self-audited SIP Trunk License acquired with ST7.5 or earlier to a single keyed SIP Device License for use with ST8. Requires proof of ownership of SIP Trunk License.)	$	-
ShoreWare Client Software	30064	ShoreWare CSTA User License - For activating a CSTA monitor extension, per user. Microsoft Office Communicator Remote Call Control. Requires CSTA Server Software (SKU 30066) & implementation service SKU RCC integration for OCS (SKU 93187 / 93188).	$	80.00
ShoreWare Client Software	30067	Evaluation Licence, Microsoft Integration - Valid 60 days - CSTA monitor extension, per user. Microsoft Office Communicator Remote Call. Requires CSTA Server Software (SKU 30066) & implementation service SKU RCC integration for OCS (SKU 93187 / 93188).	$	-
ShoreWare Client Software	40002	Operator Call Manager (ShoreTel 7.5)	$	595.00
ShoreWare Client Software	40003	Agent Call Manager (ShoreTel 7.5)	$	295.00
ShoreWare Client Software	40004	Supervisor Call Manager (ShoreTel 7.5)	$	595.00
ShoreWare Client Software	40005	Personal Access License	$	-
ShoreWare Client Software	40006	Operator Access License	$	595.00
ShoreWare Client Software	40007	Workgroup Agent Access License	$	295.00
ShoreWare Client Software	40008	Workgroup Supervisor Access License	$	595.00
ShoreWare Client Software	40009	High Resolution Video License, 1024x768 (requires ShoreTel 8.1)	$	695.00
ShoreWare Client Software	41006	ShoreTel Microsoft Dynamics CRM Integration (without Web Dialer)	$	100.00

ShoreWare Client Software	50040	Professional Access Demo License	$ 20.00
Small Business Edition	10206	Sm. Business Edition Recovery CD, Dell SC430 Ver 01 (not for resale)	$ 25.00
Small Business Edition	10210	Sm. Business Edition Recovery CD, Optiplex 170L Ver 01 (not for resale)	$ 25.00
Small Business Edition	10212	Kit, SBE Recovery DVD OPT210L VER01	$ 25.00
Small Business Edition	10222	Kit, SBE Recovery DVD OPT320 VER01	$ 25.00
Small Business Edition	10330	Kit, SBE Recovery DVD OPT330 VER01	$ 25.00
Small Business Edition	10350	Kit, SBE Recovery DVD OPT360N VER01	$ 25.00
Small Business Edition	10369	Kit, SBE Recovery DVD OPT380N VER01	$ 25.00
Small Business Edition	60010	Sm. Business Edition Server (Dell OptiPlex 360 Minitower, CPU: Celeron E1400/2.0GHz, Mem: 2GB, HD: 80GB)	$ 1,500.00
Small Business Edition	60107	Small Business Edition 15 User, Analog Trunking w/ShoreTel 50 & Server, 15 ext & MB lic, 1 ext only lic, 1 Communicator - Operator access lic, 15 Communicator - personal access licenses	$ 3,495.00
Small Business Edition	60108	Small Business Edition 15 User, Analog Trunking w/ShoreTel 50 No Server, 15 ext & MB lic, 1 ext only lic, 1 Communicator - Operator access lic, 15 Communicator - personal access licenses	$ 2,995.00
Small Business Edition	60109	Small Business Edition 20 User, Analog Trunking w/ShoreTel 90 & Server, 20 ext & MB lic, 1 ext only lic, 1 Communicator - Operator access lic, 20 Communicator - personal access licenses	$ 3,995.00
Small Business Edition	60110	Small Business Edition 20 User, Analog Trunking w/ShoreTel 90, No Server, 20 ext & MB lic, 1 ext only lic, 1 Communicator - Operator access lic, , 20 Communicator - personal access licenses	$ 3,495.00
Small Business Edition	60113	Small Business Edition 25 User, Analog Trunking w/ShoreTel 220T1A & Server , 25 ext & MB lic, 1 ext only lic, 1 Communicator - Operator access lic, 25 Communicator - personal access licenses	$ 4,995.00
Small Business Edition	60114	Small Business Edition 25 User, T1 Trunking w/ShoreTel 220T1A, No Server, 25-ext & MB lic, 1 ext only lic, 1 Communicator - Operator access lic, 25 Communicator - personal access licenses	$ 4,495.00
Small Business Edition	60121	Sm. Business Edition Upgrade to Enterprise Edition (Available 120 days after SBE software license activation)	$ 3,995.00
Voice Over IP Network Evaluation (Req	91057	Analysis - 3-10 sites (per test agent)	$ 150.00
Voice Over IP Network Evaluation (Req	91058	Analysis - 11-20 sites (per test agent)	$ 100.00
Voice Over IP Network Evaluation (Req	91063	Network Design Service (per hour)	$ 250.00
Voice Over IP Network Evaluation (Req	91072	Analysis - 1st 2 sites & Project Report	$ 1,500.00

Quote **8/26/2011**

From: Joshua Richline
Richline Technical Services, LLC
PO Box 1399
Corpus Christi, TX 78403
361-882-6297
jrichline@richline.cc

Prepared for: Renan Ramirez
Hidalgo County
Information Technology
100 East Cano 4th Floor
Edinburg, TX 78539
956-292-7010

Quantity	Description	Unit Price	Ext. Price
1.00	Shoretel Partner Support (No Phones) includes remote support and monitoring of Shoretel Server and Switches Software updates and patches from ShoreTel Extends Hardware Replacement Coverage on ShoreTel Equipment for term of Support Contract Covered Equipment includes all hardware and licenses on "Attachment 1: Hidalgo County Shoretel Equipment List" DIR Contract #: DIR-SDD-1603 Richline Technical Services, Inc. Vendor ID:14605204313	59,178.00	59,178.00
		Total:	**59,178.00**

Please see the attached documentation for a detailed description of the services. Labor estimations are just that and reflect the amount of time that should be required to complete the scope of the project barring any unforseen difficulties or the addition of labor outside the orignal scope of work including but not limited to oversites or requests by the customer or other outside vendors. Prices are subject to change.

Signature: _____ Date: _____

Attachment 1:
Hidalgo County Shoretel Equipment List

Qty	ShoreTel Product	Serial Number	Ship Date	Asset Status	Unit Cost	Extended Cost	PO # (If Applicable)	Support List
1	ShoreGear 50 Switch	S50J08330CC81A	10/22/2008	Covered	$1,995.00	$1,995.00	51073-853	$229.43
1	ShoreGear 50 Switch	S50J08330CC81C	10/22/2008	Covered	$1,995.00	$1,995.00	51073-853	$229.43
1	ShoreGear 50 Switch	S50J08330CC81D	10/22/2008	Covered	$1,995.00	$1,995.00	51073-853	$229.43
1	ShoreGear 50 Switch	S50J08330CC81E	10/22/2008	Covered	$1,995.00	$1,995.00	51073-853	$229.43
1	ShoreGear 50 Switch	S50J08330CC81F	10/22/2008	Covered	$1,995.00	$1,995.00	51073-853	$229.43
1	ShoreGear 50 Switch	S50J08330CC821	10/22/2008	Covered	$1,995.00	$1,995.00	51073-853	$229.43
1	ShoreGear 50 Switch	S50J08330CC822	10/22/2008	Covered	$1,995.00	$1,995.00	51073-853	$229.43
1	ShoreGear 50 Switch	S50J08330CC828	10/22/2008	Covered	$1,995.00	$1,995.00	51073-853	$229.43
1	ShoreGear 50 Switch	S50J08330CC82A	10/22/2008	Covered	$1,995.00	$1,995.00	51073-853	$229.43
1	ShoreGear 50 Switch	S50J08330CC84D	10/22/2008	Covered	$1,995.00	$1,995.00	51073-853	$229.43
1	ShoreGear 50 Switch	S50J08330CC85A	10/22/2008	Covered	$1,995.00	$1,995.00	51073-853	$229.43
1	ShoreGear 50 Switch	S50J08330CC867	10/22/2008	Covered	$1,995.00	$1,995.00	51073-853	$229.43
1	ShoreGear 50 Switch	S50J08330CC86C	10/22/2008	Covered	$1,995.00	$1,995.00	51073-853	$229.43
1	ShoreGear 50 Switch	S50J08360CCCBF	10/22/2008	Covered	$1,995.00	$1,995.00	51073-853	$229.43
1	ShoreGear 60 Switch	12JC05400202A3	10/17/2005	Covered	$2,995.00	$2,995.00	1411 - release#3	$344.43
1	ShoreGear 60 Switch	12JC05400202A7	10/17/2005	Covered	$2,995.00	$2,995.00	1411 - release#3	$344.43
1	ShoreGear 60 Switch	12CM0510005B36	5/31/2005	Covered	$2,995.00	$2,995.00	1411	$344.43
1	ShoreGear 60 Switch	12CM0426003AA0	8/5/2004	Covered	$2,995.00	$2,995.00	040307 - Courthouse 1	$344.43
1	ShoreGear 60 Switch	12CM0429003D2E	8/5/2004	Covered	$2,995.00	$2,995.00	040307 - Courthouse 1	$344.43
1	ShoreGear 60 Switch	12CM0442004806	12/20/2004	Covered	$2,995.00	$2,995.00	040413 - JP Morales	$344.43
1	ShoreGear 60 Switch	12CM043600416E	9/30/2004	Covered	$2,995.00	$2,995.00	040354 - Constable Pct1 Wesl	$344.43
1	ShoreGear 60 Switch	12CM043600417E	9/30/2004	Covered	$2,995.00	$2,995.00	040346 - County Elections	$344.43
1	ShoreGear 60 Switch	12CM0436004174	9/30/2004	Covered	$2,995.00	$2,995.00	040356 - JP L Garza	$344.43
1	ShoreGear 60 Switch	12CM0510005B26	5/31/2005	Covered	$2,995.00	$2,995.00	1411	$344.43
1	ShoreGear-120 Switch	24CM0448004BE8	12/20/2004	Covered	$4,995.00	$4,995.00	040414 - Budget Office	$574.43
1	ShoreGear-120 Switch	24CM425003A2A	8/5/2004	Covered	$4,995.00	$4,995.00	040307 - Courthouse 1	$574.43
1	ShoreGear-120 Switch	24CM425003850	8/5/2004	Covered	$4,995.00	$4,995.00	040307 - Courthouse 1	$574.43
1	ShoreGear-120 Switch	24CM425003A02	8/5/2004	Covered	$4,995.00	$4,995.00	040307 - Courthouse 1	$574.43
1	ShoreGear-120 Switch	24CM0429003CB8	9/30/2004	Covered	$4,995.00	$4,995.00	040346 - County Elections	$574.43
1	ShoreGear-120 Switch	24CM051400604A	5/31/2005	Covered	$4,995.00	$4,995.00	1411	$574.43
1	ShoreGear-120 Switch	24CM0514006052	5/31/2005	Covered	$4,995.00	$4,995.00	1411	$574.43

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Hidalgo County Shoretel Equipment List

Qty	ShoreTel Product	Serial Number	Ship Date	Asset Status	Unit Cost	Extended Cost	PO # (If Applicable)	Support List
1	ShoreGear-120 Switch	24JC05420205FD	12/12/2005	Covered	$4,995.00	$4,995.00	1540	$574.43
1	ShoreGear-120 Switch	24JC0547020E13	12/12/2005	Covered	$4,995.00	$4,995.00	1540	$574.43
1	ShoreGear-120 Switch	24JC062103BC50	7/12/2006	Covered	$4,995.00	$4,995.00	1688	$574.43
1	ShoreGear-120 Switch	24JC062103BC54	7/12/2006	Covered	$4,995.00	$4,995.00	1688	$574.43
1	ShoreGear-120 Switch	24JC062103BCBE	7/12/2006	Covered	$4,995.00	$4,995.00	1688	$574.43
1	ShoreGear-120 Switch	24CM051700621C	10/17/2005	Covered	$4,995.00	$4,995.00	1411 - release#3	$574.43
1	ShoreGear-120 Switch	24CM052100647A	10/17/2005	Covered	$4,995.00	$4,995.00	1411 - release#3	$574.43
1	ShoreGear-120 Switch	24CM0521006482	10/17/2005	Covered	$4,995.00	$4,995.00	1411 - release#3	$574.43
1	ShoreGear-120 Switch	24CM0521006486	10/17/2005	Covered	$4,995.00	$4,995.00	1411 - release#3	$574.43
1	ShoreGear-120 Switch	24CM0521006488	10/17/2005	Covered	$4,995.00	$4,995.00	1411 - release#3	$574.43
1	ShoreGear-120 Switch	24CM052100648E	10/17/2005	Covered	$4,995.00	$4,995.00	1411 - release#3	$574.43
1	ShoreGear-120 Switch	24CM0521006490	10/17/2005	Covered	$4,995.00	$4,995.00	1411 - release#3	$574.43
1	ShoreGear-120 Switch	24CM0521006494	10/17/2005	Covered	$4,995.00	$4,995.00	1411 - release#3	$574.43
1	ShoreGear-120 Switch	24CM05210064D8	10/17/2005	Covered	$4,995.00	$4,995.00	1411 - release#3	$574.43
1	ShoreGear-120 Switch	24CM05210064DA	10/17/2005	Covered	$4,995.00	$4,995.00	1411 - release#3	$574.43
1	ShoreGear-120 Switch	24CM05210064E0	10/17/2005	Covered	$4,995.00	$4,995.00	1411 - release#3	$574.43
1	ShoreGear-120 Switch	24JC08470E6106	2/26/2009	Covered	$4,995.00	$4,995.00	51073-221905	$574.43
1	ShoreGear-120 Switch	24JC1034192AC6	12/22/2010	Covered	$4,995.00	$4,995.00	51073-649596	$574.43
1	ShoreGear-40 Switch	08JC053401F6FF	10/17/2005	Covered	$1,995.00	$1,995.00	1411 - release#3	$229.43
1	ShoreGear-40 Switch	08JC061803B636	7/12/2006	Covered	$1,995.00	$1,995.00	1688	$229.43
1	ShoreGear-40 Switch	08JC061803B666	7/12/2006	Covered	$1,995.00	$1,995.00	1688	$229.43
1	ShoreGear-40 Switch	08JC061803B66C	7/12/2006	Covered	$1,995.00	$1,995.00	1688	$229.43
1	ShoreGear-40 Switch	08JC0650057C9F	12/27/2006	Covered	$1,995.00	$1,995.00	50274-1872	$229.43
1	ShoreGear-40 Switch	08CM043900434A	9/24/2004	Covered	$1,995.00	$1,995.00	40341	$229.43
1	ShoreGear-40 Switch	08CM05090058BE	5/31/2005	Covered	$1,995.00	$1,995.00	1411	$229.43
1	ShoreGear-40 Switch	08CM051800629C	5/31/2005	Covered	$1,995.00	$1,995.00	1411	$229.43
1	ShoreGear-40 Switch	08CM043900438A	9/30/2004	Covered	$1,995.00	$1,995.00	040357 - JP Contreras	$229.43
1	ShoreGear-T1 Switch	T1CM04380041F4	9/30/2004	Covered	$3,495.00	$3,495.00	040346 - County Elections	$401.93
1	ShoreGear-T1 Switch	T1CM0429003C6E	8/5/2004	Covered	$3,495.00	$3,495.00	040307 - Courthouse 1	$401.93
1	ShoreGear-T1 Switch	T1CM0249003C62	8/5/2004	Covered	$3,495.00	$3,495.00	040307 - Courthouse 1	$401.93
1	ShoreGear-T1 Switch	T1JC061003A866	7/7/2006	Covered	$3,495.00	$3,495.00	1689	$401.93

Attachment 1:
Hidalgo County Shoretel Equipment List

Qty	ShoreTel Product	Serial Number	Ship Date	Asset Status	Unit Cost	Extended Cost	PO # (If Applicable)	Support List
1	ShoreGear-T1 Switch	T1CM04380042CE	9/29/2004	Covered	$3,495.00	$3,495.00	Purchased RMA	$401.93
1	ShoreGear-T1 Switch	T1CJ053201F649	10/7/2005	Covered	$3,495.00	$3,495.00		$401.93
1	ShoreGear-T1 Switch	T1JC053401F79F	10/17/2005	Covered	$3,495.00	$3,495.00	1411 - release#3	$401.93
1	ShoreGear-T1 Switch	T1JC053401F7B7	10/17/2005	Covered	$3,495.00	$3,495.00	1411 - release#3	$401.93
1	ShoreGear-T1 Switch	T1JC053401F7E1	10/17/2005	Covered	$3,495.00	$3,495.00	1411 - release#3	$401.93
1	ShoreGear-T1 Switch	T1JC08210CB5DF	10/22/2008	Covered	$3,495.00	$3,495.00	51073-853	$401.93
1	ShoreGear-T1 Switch	T1JC08210CB629	10/22/2008	Covered	$3,495.00	$3,495.00	51073-853	$401.93
1	ShoreGear-T1 Switch	T1JC08210CB66D	10/22/2008	Covered	$3,495.00	$3,495.00	51073-853	$401.93
42	ShorePhone 560		1/26/2005	Not Covered	$429.00	$18,018.00	040449 - IP Tel	$0.00
25	ShorePhone 560		7/7/2006	Not Covered	$349.00	$8,725.00	1689	$0.00
55	ShorePhone 560		8/5/2004	Not Covered	$429.00	$23,595.00	040307 - Courthouse 1	$0.00
15	ShorePhone 560		9/30/2004	Not Covered	$429.00	$6,435.00	040346 - County Elections	$0.00
6	ShorePhone 560		9/24/2004	Not Covered	$429.00	$2,574.00	040341 - JP Trevino Switches	$0.00
10	ShorePhone 560		9/30/2004	Not Covered	$429.00	$4,290.00	040348 - JP Saenz	$0.00
3	ShorePhone 560		11/17/2004	Not Covered	$429.00	$1,287.00	040353 - Constable Pct1 Wesl	$0.00
10	ShorePhone 560		11/29/2004	Not Covered	$429.00	$4,290.00	040394 - Drainage Dept	$0.00
4	ShorePhone 560		11/29/2004	Not Covered	$429.00	$1,716.00	040386 - Planning & Zoning	$0.00
4	ShorePhone 560		11/17/2004	Not Covered	$429.00	$1,716.00	040352 - Constable Pct3 Missi	$0.00
6	ShorePhone 560		8/20/2004	Not Covered	$429.00	$2,574.00	040323 - 93rd Court Dist	$0.00
3	ShorePhone 560		12/17/2004	Not Covered	$429.00	$1,287.00	040411 - Info Tech Dept	$0.00
5	ShorePhone 560		11/17/2004	Not Covered	$429.00	$2,145.00	040358 - JP Jackson	$0.00
5	ShorePhone 560		11/17/2004	Not Covered	$429.00	$2,145.00	040359 - JP Espinosa	$0.00
2	ShorePhone 560		10/8/2004	Not Covered	$429.00	$858.00	040351 - Constable Pct3 Missi	$0.00
5	ShorePhone 560		1/26/2005	Not Covered	$429.00	$2,145.00	040452 - Master Court #2	$0.00
29	ShorePhone 560		1/26/2005	Not Covered	$429.00	$12,441.00	040451 - 370th Dist Court	$0.00
5	ShorePhone 560		1/26/2005	Not Covered	$429.00	$2,145.00	040450 - 389th Dist Court	$0.00
200	ShorePhone 560		5/31/2005	Not Covered	$429.00	$85,800.00	1411	$0.00
23	ShorePhone 560		10/8/2004	Not Covered	$429.00	$9,867.00	040351	$0.00
1	ShorePhone 560		9/30/2004	Not Covered	$429.00	$429.00	040354 - Constable Pct1 Wesl	$0.00
5	ShorePhone 560		9/30/2004	Not Covered	$429.00	$2,145.00	040355 - JP Ochoa	$0.00
5	ShorePhone 560		9/30/2004	Not Covered	$429.00	$2,145.00	040356 - JP L Garza	$0.00

Attachment 1:
Hidalgo County Shoretel Equipment List

Qty	ShoreTel Product	Serial Number	Ship Date	Asset Status	Unit Cost	Extended Cost	PO # (If Applicable)	Support List
3	ShorePhone 560		9/30/2004	Not Covered	$429.00	$1,287.00	040357 - JP Contreras	$0.00
11	ShorePhone 560		12/20/2004	Not Covered	$429.00	$4,719.00	040414 - Budget Office	$0.00
1	ShorePhone 560		12/20/2004	Not Covered	$429.00	$429.00	040413 - JP Morales	$0.00
5	ShorePhone 560		12/20/2004	Not Covered	$429.00	$2,145.00	040412 - 370th Distric Court	$0.00
7	ShorePhone 560		2/28/2005	Not Covered	$429.00	$3,003.00	040496 - Tax Assessor	$0.00
5	ShorePhone 560		1/26/2005	Not Covered	$429.00	$2,145.00	040453 - 206th Dist Court	$0.00
4	ShorePhone 560		12/20/2004	Not Covered	$429.00	$1,716.00	040416 - Tax Assess/ Collecto	$0.00
44	ShorePhone 560		12/20/2004	Not Covered	$429.00	$18,876.00	040415 - County Clerk	$0.00
12	ShorePhone Button Box 24 Black		11/7/2005	Not Covered	$349.00	$4,188.00	1522	$0.00
1	ShorePhone Button Box 24 Black		6/3/2009	Not Covered	$299.00	$299.00	51073-221-801	$0.00
12	Shorephone IP110 Black		11/7/2005	Not Covered	$149.00	$1,788.00	1522	$0.00
100	Shorephone IP230 Black		3/8/2009	Not Covered	$259.00	$25,900.00	51073-221-909	$0.00
180	Shorephone IP230 Black		10/22/2008	Not Covered	$259.00	$46,620.00	51073-853	$0.00
15	Shorephone IP230 Black		8/18/2010	Not Covered	$259.00	$3,885.00	51073-HID1538	$0.00
15	Shorephone IP230 Black		8/23/2010	Not Covered	$259.00	$3,885.00	51073-HID-1538	$0.00
235	Shorephone IP230 Black		12/22/2010	Not Covered	$259.00	$60,865.00	51073-649596	$0.00
20	Shorephone IP230 Black		12/22/2010	Not Covered	$259.00	$5,180.00	51073-647902	$0.00
7	Shorephone IP560 Black		9/11/2006	Not Covered	$349.00	$2,443.00		$0.00
3	Shorephone IP560 Black		10/30/2006	Not Covered	$349.00	$1,047.00		$0.00
500	Shorephone IP560 Black		10/17/2005	Not Covered	$429.00	$214,500.00	1411 - release#3	$0.00
100	Shorephone IP560 Black		4/16/2007	Not Covered	$349.00	$34,900.00	1411	$0.00
100	Shorephone IP560 Black		7/12/2006	Not Covered	$349.00	$34,900.00	1688	$0.00
9	Shorephone IP560 Black		12/27/2006	Not Covered	$349.00	$3,141.00	50274-1872	$0.00
25	Shorephone IP560 Silver		10/23/2007	Not Covered	$349.00	$8,725.00	50728-1227	$0.00
55	ShoreWare Client: Multi-Site License		8/5/2004	Covered	$200.00	$11,000.00	040307 - Courthouse 1	$1,265.00
10	ShoreWare Client: Operator Call Manager		7/12/2006	Covered	$595.00	$5,950.00	1688	$684.25
80	ShoreWare Client: Supervisor Call Manager		10/17/2005	Covered	$795.00	$63,600.00	1411 - release#3	$7,314.00
25	ShoreWare Extension & Mailbox Client		10/23/2007	Covered	$200.00	$5,000.00	50728-1227	$575.00
28	ShoreWare Extension & Mailbox Client		10/22/2008	Covered	$200.00	$5,600.00	51073-853	$644.00
500	ShoreWare Extension & Mailbox Client		10/17/2005	Covered	$200.00	$100,000.00	1411 - release#3	$11,500.00
100	ShoreWare Extension & Mailbox Client		4/16/2007	Covered	$200.00	$20,000.00	1411	$2,300.00

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Hidalgo County Shoretel Equipment List

Qty	ShoreTel Product	Serial Number	Ship Date	Asset Status	Unit Cost	Extended Cost	PO # (If Applicable)	Support List
25	ShoreWare Extension & Mailbox Client		7/7/2006	Covered	$200.00	$5,000.00	1689	$575.00
28	ShoreWare Extension & Mailbox Client		5/31/2005	Covered	$200.00	$5,600.00	1411	$644.00
9	ShoreWare Extension & Mailbox Client		12/27/2006	Covered	$200.00	$1,800.00	50274-1872	$207.00
42	ShoreWare Extension & Mailbox Client		1/26/2005	Covered	$200.00	$8,400.00	040449 - IP Tel	$966.00
12	ShoreWare Extension & Mailbox Client		10/7/2005	Covered	$200.00	$2,400.00		$276.00
6	ShoreWare Extension & Mailbox Client		9/24/2004	Covered	$200.00	$1,200.00	040341 - JP Trevino Switches	$138.00
10	ShoreWare Extension & Mailbox Client		9/27/2004	Covered	$200.00	$2,000.00	040530 - County Elections	$230.00
15	ShoreWare Extension & Mailbox Client		9/30/2004	Covered	$200.00	$3,000.00	040346 - County Elections	$345.00
3	ShoreWare Extension & Mailbox Client		12/17/2004	Covered	$200.00	$600.00	040411 - Info Tech Dept	$69.00
5	ShoreWare Extension & Mailbox Client		12/20/2004	Covered	$200.00	$1,000.00	040412 - 370th Distric Court	$115.00
6	ShoreWare Extension & Mailbox Client		8/20/2004	Covered	$200.00	$1,200.00	040323 - 93rd Court Dist	$138.00
1	ShoreWare Extension & Mailbox Client		12/20/2004	Covered	$200.00	$200.00	040413 - JP Morales	$23.00
11	ShoreWare Extension & Mailbox Client		12/20/2004	Covered	$200.00	$2,200.00	040414 - Budget Office	$253.00
44	ShoreWare Extension & Mailbox Client		12/20/2004	Covered	$200.00	$8,800.00	040415 - County Clerk	$1,012.00
4	ShoreWare Extension & Mailbox Client		11/17/2004	Covered	$200.00	$800.00	040352 - Constable Pct3 Missi	$92.00
4	ShoreWare Extension & Mailbox Client		11/29/2004	Covered	$200.00	$800.00	040386 - Planning & Zoning	$92.00
1	ShoreWare Extension & Mailbox Client		9/30/2004	Covered	$200.00	$200.00	040354 - Constable Pct1 Wesl	$23.00
6	ShoreWare Extension & Mailbox Client		1/26/2005	Covered	$200.00	$1,200.00	040453 - 206th Dist Court	$138.00
7	ShoreWare Extension & Mailbox Client		2/28/2005	Covered	$200.00	$1,400.00	040496 - Tax Assessor	$161.00
200	ShoreWare Extension & Mailbox Client		5/31/2005	Covered	$200.00	$40,000.00	1411	$4,600.00
6	ShoreWare Extension & Mailbox Client		1/26/2005	Covered	$200.00	$1,200.00	040452 - Master Court #2	$138.00
29	ShoreWare Extension & Mailbox Client		1/26/2005	Covered	$200.00	$5,800.00	040451 - 370th Dist Court	$667.00
7	ShoreWare Extension & Mailbox Client		1/26/2005	Covered	$200.00	$1,400.00	040450 - 389th Dist Court	$161.00
10	ShoreWare Extension & Mailbox Client		11/29/2004	Covered	$200.00	$2,000.00	040394 - Drainage Dept	$230.00
4	ShoreWare Extension & Mailbox Client		12/20/2004	Covered	$200.00	$800.00	040416 - Tax Assess/ Collector	$92.00
3	ShoreWare Extension & Mailbox Client		9/30/2004	Covered	$200.00	$600.00	040357 - JP Contreras	$69.00
5	ShoreWare Extension & Mailbox Client		11/17/2004	Covered	$200.00	$1,000.00	040359 - JP Espinosa	$115.00
5	ShoreWare Extension & Mailbox Client		9/30/2004	Covered	$200.00	$1,000.00	040356 - JP L Garza	$115.00
5	ShoreWare Extension & Mailbox Client		9/30/2004	Covered	$200.00	$1,000.00	040355 - JP Ochoa	$115.00
100	ShoreWare Extension & Mailbox Client		7/12/2006	Covered	$200.00	$20,000.00	1688	$2,300.00
50	ShoreWare Extension Only Client		11/9/2009	Covered	$140.00	$7,000.00	51073-630017	$805.00

Attachment 1:
Hidalgo County Shoretel Equipment List

Qty	ShoreTel Product	Serial Number	Ship Date	Asset Status	Unit Cost	Extended Cost	PO # (If Applicable)	Support List
200	ShoreWare Extension Only Client		12/22/2010	Covered	$140.00	$28,000.00	51073-649596	$3,220.00
1	ShoreWare Extension Only Client		2/28/2005	Covered	$140.00	$140.00	040496 - Tax Assessor	$16.10
18	ShoreWare Extension Only Client		12/12/2005	Covered	$140.00	$2,520.00	1540	$289.80
100	ShoreWare Extension Only Client		10/17/2005	Covered	$140.00	$14,000.00	1411 - release#3	$1,610.00
152	ShoreWare Extension Only Client		10/22/2008	Covered	$140.00	$21,280.00	51073-853	$2,447.20
200	ShoreWare Personal Call Manager		12/22/2010	Covered	$0.00	$0.00	51073-649596	$0.00
1	ShoreWare Server Software		10/7/2005	Covered	$0.00	$0.00		$0.00
1	ShoreWare Server Software		8/5/2004	Covered	$0.00	$0.00	040307 - Courthouse 1	$0.00
5	ShoreWare SIP Trunk License		6/15/2010	Covered	$50.00	$250.00	51073-641544	$28.75
30	ShoreWare SoftPhone		8/5/2004	Covered	$150.00	$4,500.00	040307 - Courthouse 1	$517.50

Support List Total: $85,444.43

ShoreTel Partner Support for Hidalgo County from Richline Technical Services: $59,178.00

Effective Discount: 30.74% off List

Note: Quoted Price for Partner Support of $59,178.00 represents an approximately 30.74% discount off list price(as opposed to the 28% off list initially represented). As per agreement negotiated with Renán Ramirez, Richline Technical Services will honor the quoted price for the first year of support. Support for subsequent years will be negotiated based on the 28% off list with considerations to be made for the number of support incidents. DIR contract guarantees Support Contracts at a minimum of 10% off list.

Please Note: By law, Richline Technical Service, LLC is required to charge Sales Tax on all support contracts. This is because software updates are provided by ShoreTel, Inc. as part of the annual support greement. The software updates portion of the ShoreCare support agreement does not contain VSOE (eg fair market value for that portion) and cannot be broken out separately, and therefore by law, ShoreTel Partner-Richline Technical Services, LLC must collect sales tax on the entire support amount. All appropriate State, County, and City taxes will be applied at the time of invoicing.

ShoreCare® Partner Support

ShoreTel™

Partner Support provides fundamental service components to channel partners that prefer to provide their own branded services and to support their customers directly.

Benefits:

- Telephone technical assistance 7 x 24 for the partner to ask questions regarding customer situations that the partner is troubleshooting
- Advanced exchange, next-business-day delivery for ShoreGear® switches
- Advanced exchange, ground delivery for covered ShorePhone™ IP telephones
- Software documentation, patches, updates and upgrades

Partner Support provides ShoreTel Partners with backup services in three critical areas: telephone technical support, hardware replacement, and software upgrades. Partners purchase a separate Partner Support Agreement for each customer that is covered. Partners that choose Partner Support typically add additional services, like training, to create a post-implementation package that they brand, market and sell to their customers.

Partner Support versus the Enterprise Service Program

ShoreTel strongly recommends that a post-implementation service agreement be part of the complete solution that is offered to customers and is discussed early in the sales process. Based on the partner's business model they can either purchase Partner Support and be responsible for service delivery to the customer, or they can resell ShoreTel's Enterprise Service Program to the customer in which case the customer calls ShoreTel when they need assistance and ShoreTel delivers the service. In either case the partner purchases an annual contract that is tied to a named account.

Both Partner Support and the Enterprise Service Program include telephone technical support, advanced hardware replacement and software upgrades. In addition to these services the Enterprise Service Program also includes access to the ShoreCare web portal as well as web-based instructor-led administrator and end user training.

Telephone Technical Support

Partners that purchase partner Support own the customer relationship. The partner takes the customer calls and troubleshoots the problem. If the partner needs to escalate, ShoreTel technical support engineers are ready to answer questions 24 hours a day, seven days a week via a toll-free phone number so that the partner can quickly respond to the customer. Non-urgent questions can be submitted on-line and are responded to within 24 hours.

Hardware Replacement

Advanced hardware replacement is vital to minimizing the customer's business-crippling downtime. In the unlikely event the partner's customer experiences a hardware failure, the partner's on-line request for a ShoreGear switch is immediately logged and shipped for next-business-day delivery to the address the partner designates. ShorePhone telephone replacements that are covered under contract receive the same advanced shipment attention but are sent via ground delivery.

Software Upgrades

Software updates and upgrades keep customers on the leading edge of technology. When new software is released, the detailed notes explaining the new features help the partner decide the best time to upgrade the customer. Software files and documentation can be downloaded, at the partner's convenience, from the ShoreTel web site and distributed to customers under the terms of the current Partner Support Agreement. ShoreTel's technical support team is available to answer any partner questions that may arise regarding upgrades.

Partner Support Requirements

Partner Support requires the partner to be the face to the customer, accepting full responsibility for the support relationship. Partners that purchase Partner Support must be able to take the first call for technical assistance, manage the troubleshooting and respond to all requests for hardware replacement and software updates.

Service Programs Comparison Chart

ShoreCare Service Feature	Enterprise Service Program All services are delivered to the customer by ShoreTel	Partner Support All services are delivered to the customer by the partner. A Partner Support contract must be purchased for each customer that is supported by the partner	Product Warranty Services covered under warranty are delivered to the customer by ShoreTel
Telephone Technical Support	Customer access to ShoreTel's Technical Assistance Center 7 x 24 via a toll-free phone number. Calls are handled live from ShoreTel's Technical Assistance Center in California from 11 PM Sunday Pacific Time until 11 PM Friday, Pacific Time. Calls placed between 11 PM Pacific on Fridays and 11 PM Pacific on Sundays are returned within one hour.	Technical support access is exclusively for the partner. Response times are the same as the Enterprise Service Program.	Warranty does not include telephone technical support.
Hardware Replacement	Hardware replacements are shipped upon request for next-business-day delivery. Telephones that are covered under contract are shipped upon request via ground delivery.	Hardware replacement time frames are the same as the Enterprise Service Program. The Partner designates the destination (partner or end user) on a case-by-case basis.	Product must be returned to factory for repair/replacement with reasonable efforts return delivery.
Software	Published patches, fixes, updates, upgrades and documentation are available for download from the ShoreTel web site.	The Partner has access to published software and documentation that is then provided to the customer based on the terms of the current Partner Support Agreement.	Software is warranted to perform as sold. ShoreTel will provide a patch in the event a bug is discovered in the version purchased.
Training	Eight seats in ShoreTel's web-based, instructor-led the System Administrator course. Sixteen seats in ShoreTel's web-based, instructor- led the end user training course.	Partner training is covered in the ShoreTel Reseller Agreement. No additional training for the partner or end user is included as part of Partner Support.	No training is included in the product warranty.
Web Services	Customers are provided password access to the ShoreCare Web portal and locked documents. Customers can submit and manage hardware replacement and technical support cases on-line.	The partner is provided access to the ShoreCare Web portal and locked documents. Partners can submit and manage hardware replacement and technical support cases on-line.	Only the public areas of the ShoreTel web site can be accessed.

Guidelines Based on the Partner's Business Model

Partner's Preferred Business Model	Partner Owns the Service Relationship	ShoreTel Owns the Service Relationship
Criteria	• Delivery of support is a sustainable business model • There is sufficient sales volume to justify investment in an extensive dedicated support infrastructure • Partner is financially able to address resource intensive support issues that may arise	• Partner does not have the sales volume or the desire to be in the post-sales service delivery business • Investment in support infrastructure does not make good business sense for the partner • Partner prefers not to assume the risk of unplanned post-implementation support expenses
Process	The partner purchases **Partner Support Service** from ShoreTel and sells partner branded services. The customer calls the partner for support.	The partner sells the ShoreTel **Enterprise Support Program** to the customer. The customer calls ShoreTel for support services.
Benefits	• Partner manages their own service margins • Partner has a direct service relationship with the customer • Partner has 24x7 phone access to ShoreTel technical support when they need to escalate	• Partner earns good margins on the initial sale and renewals of the Enterprise Support Program • Partner continues to proactively manage the customer relationship after the sale • Customers receive expert support without partner investment in support infrastructure

ShoreTel™

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Microsoft and Windows are registered trademarks of Microsoft Corporation in the United States and/or other countries. All specifications are subject to change without notice. **Part #: 850-1106-01/12.06**

Dear ShoreTel Customer:

The below document will allow you to submit a request to ShoreTel directly to change your partner of record. This request will allow you to be supported by another ShoreTel Partner of your choice.

Instructional Information:

- The form **MUST BE SUBMITTED** on **COMPANY LETTERHEAD** in order to process, or it will be rejected.
- Identify the partners you are moving FROM and TO.
- Indicate the reason(s) why the change is being requested.
- Send the completed document via email to *shorecare_admin@shoretel.com*.
- The completed request will be sent to the previous partner and the ShoreTel Area Sales Manager for approval.
- The new partner will be alerted of the change after it has been approved & processed.

Important Notes:

- *A customer can only be supported by one partner.*
- *The Change of Partner request can take **up to** two weeks to process.*

Should you have any questions, please contact the ShoreTel Area Sales Manager or Client Services Manager for your territory.

ShoreTel Change of Partner Request

Date:
Company Name:
Contact Name:
Phone#:
Email:

ShoreTel Inc,

Please change my ShoreTel Partner of Record:

FROM:

TO:

Reason for request:

In submitting a ShoreTel Change of Partner Request, I understand and agree to the following:

- My previous partner will be notified by ShoreTel of my change of partner request.
- The Change of Partner request can take **up to** two weeks to process from date request is received by ShoreTel.

Authorized Customer Contact Signature: _____Date: _____

Title: _____

Please submit the completed document to shorecare_admin@shoretel.com.

Requisition

Req # 00201587

PO #
Date: 08/25/11

Bill To: x
x

Vendor : 393304
RICHLINE TECHNICAL SERVICES
114 MESQUITE
CORPUS CHRISTI TX 78401
FAX (361)877-9910

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

Contact: EDNA KIRBY
956-292-7010

Contract No: DIR-SDD-1603

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SDD-1603 QUOTE 8/30/2011		
		DO NOT DUPLICATE ORDER		
1.00	EACH	ADD-ON AUDIO & WEB CONFERENCING SW (12 PORTS)	1,035.00	1,035.00
1.00	EACH	CONVERGED CONFERENCING, 12 AUDIO & WEB CONFERE	1,759.50	1,759.50
1.00	EACH	DISTRIBUTED VOICE SERVICES LICENSE (6)	686.55	686.55
1.00	EACH	MOBILE CALL MANAGER (1)	10.93	10.93
1.00	EACH	OPERATOR CALL MANAGER LICENSE (30)	2,052.75	2,052.75
1.00	EACH	SHOREGEAR 30 SWITCH (8)	1,467.44	1,467.44
1.00	EACH	SHOREGEAR 50 SWITCH (36)	6,424.04	6,424.04
1.00	EACH	SHOREGEAR 60 SWITCH (10)	3,444.30	3,444.30
1.00	EACH	SHOREGEAR 120 SWITCH (25)	14,360.75	14,360.75
1.00	EACH	SHOREGEAR 40 SWITCH (9)	2,064.87	2,064.87
1.00	EACH	SHOREGEAR T1 SWITCH (12)	4,823.16	4,823.16
1.00	EACH	SHOREWARE CLIENT: MULTI-SITE LICENSE (55)	1,265.00	1,265.00
1.00	EACH	SHOREWARE CLIENT: OPERATOR CALL MANAGER (10)	684.25	684.25
1.00	EACH	SHOREWARE CLIENT: SUPERVISOR CALL MANAGER (80)	7,314.00	7,314.00
1.00	EACH	SHOREWARE EXTENSION & MAILBOX CLIENT (1266)	29,118.00	29,118.00
1.00	EACH	SHOREWARE EXTENSION ONLY CLIENT (521)	8,388.10	8,388.10
1.00	EACH	SHOREWARE SIP TRUNK LICENSE (5)	28.75	28.75
1.00	EACH	SHOREWARE SOFTPHONE (30)	517.50	517.50
1.00	EACH	EFFECTIVE DISCOUNT: 30.74% DISCOUNT: 26265.61		-26,265.61
1.00				.00
		Account No	Encumbrance	
		1-1100-415-00-200-002-0-336	59,178.00	
			Freight	.00
			Total	59,179.28
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-28347 **14. D. 1.**

CC REGULAR

Meeting Date: 09/06/2011

Submitted For: Martha Salazar **Submitted By:** Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Recommending award of bid and approval of contract document to bidder meeting all specifications and/or requirements as detailed and reflected in documentation attached hereto for: "Lease of Office Space for Starr County WIC Program in Rio Grande City" RFB No. 2011-114a-07-27-MEG.

BACKGROUND

Awarding to the next lowest bidder due to proposed buildings from lowest bidders (Building A 3,425 sq. ft and 1/2 Building C 1,575 sq ft.) are two separate buildings therefore do not meet departments specifications and/or requirements.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1292-441-00-350-001-2-441

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

BUDGETARY IMPACT:

Funds will come from 2012 grant.

Attachments

Participation sheet
Recommendation Memo
Tabulation Sheet
CONTRACT
LEGALS APPROVAL

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/31/2011 02:38 PM
Budget & Management	Merlen P. Munoz	08/31/2011 02:43 PM
Erika Zamora	Erika Zamora	09/01/2011 04:26 PM
Auditor's Office	Arcilia Duran	09/01/2011 05:06 PM

Form Started By: Elena Gomez Started On: 08/31/2011 09:01 AM

Final Approval Date: 09/01/2011

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

RFB-RFP-RFQ

BID OPENING DATE: JUNE 27, 2011 BID OPENING TIME: 9:30 A.M.
DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY WIC PROGRAM –"LEASE of OFFICE SPACE for STARR COUNTY WIC in Rio Grande City"

BID NO.: 2011-114a-07-27-MEG

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. Starr County Hospital Thalia Munoz munozth@yahoo.com	Email	Elena Gomez	07/11/11	PO Box 78 Rio Grande City, Tx 78582 956-487-5561
2. Vera Enterprises starrcojudge@rgvrr.com	Email	Elena Gomez	07/11/11	3722 W US Highway 83, Rio Grande City, TX 78582 (956) 716-1558 (956) 716-8512 fax
3. America's Real Estate Group Benjamin Garcia benselpro@aol.com	Email	Elena Gomez	07/11/11	1605 N. 7th street McAllen, Texas 78501 956-227-7653
4. First National Bank Larry Gonzalez. larry.gonzalez@webfnb.com	Email	Elena Gomez	07/11/11	5332 E Hwy 83 Rio Grande City 956- 716-4851

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
EMAIL REQUEST (ER)

MEMORANDUM

TO: Margarita Gonzalez
Hidalgo County WIC Program

FROM: Elena Gomez, Buyer II
Hidalgo County Purchasing Department

DATE: July 27, 2011

RE: **Bid No: 2011-114a-07-27-MEG HIDALGO COUNTY WIC OFFICE**
"Lease Office Space for Starr County WIC in Rio Grande City"

Enclosed you will find the tabulation sheet from the participants meeting all specifications and/or requirements regarding the above referenced project for your review and comments and/or recommendation.

Please respond no later than Wednesday August 3, 2011 by 3:00 p.m. by marking approved or disapproved along with your budget information.

If you should have any questions or need additional information please contact me at (956) 318-2626 x-4855

☑ **APPROVED** ☐ **DISAPPROVED**

SPI met all specifications for square footage

Venture
BUDGET ACCOUNT # 1.1292.441.00.350.001.1.

Concerns, Comments and/or Recommendation: Starr County Memorial bid on two buildings and they are not connected to our building but it is next to Nuestra Clinica del Valle's side. They do not meet bid specifications

N Longoria Norma Longoria 8/1/11

Authorized Signature Printed Name Date

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM

BID OPENING DATE: JULY 27, 2011	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Lease of Office Space in the City of Rio Grande City- WIC Clinic"

BID NO: 2011-114a-07-27-MEG	**BUYER: ELENA GOMEZ**

BID # RFB#	NAME OF COMPANY	UNIT PRICE	TOTAL PRICE
#1	SPI Venture LLC PO BOX 132 Rio Grande City, Texas 78582	$1.25 per sq. ft. @ 4950	$6187.50
#2	Starr County Memorial Hospital 128 N FM 3167 Rio Grande City, Texas	$1.10 per sq ft. Bldg A 3425 sq ft Bldg C 1575 sq ft total sq ft 5000 Bldgs are not attached	$5,500.00
#3			
#4			
#5			
#6			
#7			
#8			
#9			

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE
C-11-114A-09-06

THIS LEASE is made and entered into by and between SPI Ventures, L.L.P., referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor that certain real property described on Exhibit "A" attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises." And in accordance with specification on the Request for Bid (RFB), a copy of such as Request for Bid (RFB) Procurement Packet and Bid Page attached hereto as Exhibits "B".

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall commence effective hundred twenty (120) days after the execution of contract or completion of construction, whichever occur first, for a period of five (5) years, unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for an additional two (2) one (1) year terms, under the same rates, terms and conditions. Hidalgo County reserves the right to extend this agreement for an additional sixty (60) days grace period at the end of the contract term (subject to the same terms, and conditions) for unforeseen delay in award of new bid for next contract term. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor ninety (90) days written notice. Upon Lessee's

electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.5. Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to Six Thousand One Hundred Eighty-Seven Dollars and 50/100ths ($6,187.50) per month. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the first business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at **PO Box 132, Rio Grande City, Texas 78582** or such other location or locations as Lessor shall from time to time designate by written

notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty (30) day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on Lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises caused by Lessee's negligent used of Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

LESSOR'S AND LESSEE'S DUTIES TO REPAIR

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee=s negligent use of the Leased Premises.

LESSOR'S DUTY

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good-working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free

from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

(8) Landscaping (all greenery, watering, and maintainance).

(9) Parking Lot (including painting, striping, paving, etc.)

Lessee's Right to Repair for Lessor or Vacate

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate this Lease Agreement as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have acted in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

5.1 Lessee shall pay all utility charges, including but not limited to, electricity and water, used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased

Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install signs on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

8.1 Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the

Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 **Lessor**. Lessor, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollar ($500,000.00), naming Lessee as additional insured. Prior to occupancy of the Premises, Lessor shall provide Lessee with evidence of such insurance satisfying the insurance requirements stated in the RFV, such evidence of insurance is attached hereto as "Exhibit C."

9.3 **Lessee.** Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance in the amounts deemed adequate by Lessee.

Remedy for Failure to Provide Insurance

9.4 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease Agreement, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease,

effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final six (6) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any

public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass

and re-let the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that: Upon Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.4 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.5 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, with the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:
SPI Ventures, LLP
Attn: Laurence C. Gonzalez,
Managing Member

Lessee:
County of Hidalgo
Attn: County Judge
1615 S. Closner, Suite J

PO Box 132
Rio Grande City, Texas 78582

Edinburg, Texas 78539

Either party may change the address to which notices are to be sent it by giving the other party written notice of the new address in the manner provided in this section.

Parties Bound

14.2 This Lease Agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease Agreement.

Texas Law to Apply

14.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Lease Agreement, and this Lease Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Lease Agreement.

Prior Agreements Superseded

14.5 This Lease Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease Agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless it is in writing, dated subsequent to the date of this Lease Agreement, and duly executed by the parties to this Lease Agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this Lease Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this Lease Agreement.

Commitment of Current Revenues Only

14.13 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee 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 Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the_____ day of _____, 2011.

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

SPI VENTURES, L.L.P.

_____
Laurence C. Gonzalez, Managing Member

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

By: _____
Stephen L. Crain

ATTEST:

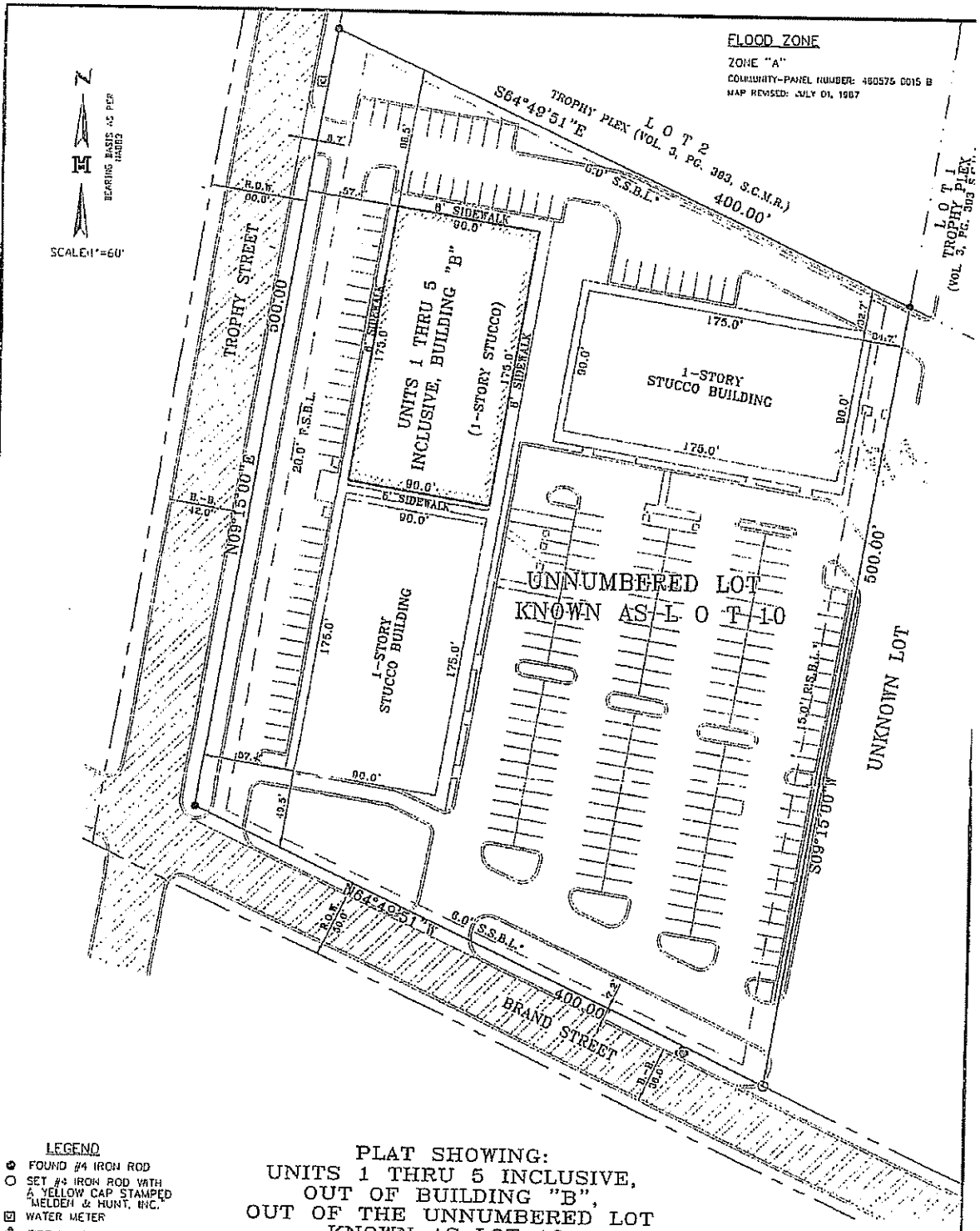
_____
Arturo Guajardo Jr., County Clerk

EXHIBIT “A”

LEGAL DESCRIPTION

Legal description of the land:
Tract 1:

Units Four (4), and Five (5), Building A, of Lot Ten (10), TROPHY PLEX OFFICE PARK, a Condominium Regime established under Condominium Declaration, dated August 17, 2004, filed August 19, 2004, recorded in Volume 1011, Page 227, under Document No. 240234, amended in Volume 1074, Page 688, under Document No. 252374, Official Records of Starr County, Texas, together with the undivided interest in and to common elements of said land premises, said condominium regime being situated in Lot 1, Trophy Plex and two unnumbered lots in Trophy Plex, an addition to the city of Rio Grande City, Starr County, Texas, recorded in Volume 3, Page 393, Map Records, Starr County, Texas, reference to which is here made for all purposes.



LEGEND

- ● FOUND #4 IRON ROD
- ○ SET #4 IRON ROD WITH A YELLOW CAP STAMPED "MELDEN & HUNT, INC."
- WATER METER
- FIRE HYDRANT
- F.S.B.L. – FRONT SETBACK LINE
- S.S.B.L. – SIDE SETBACK LINE
- R.S.B.L. – REAR SETBACK LINE
- (*) OR AS DESIGNATED BY THE CITY OF RIO GRANDE CITY

PLAT SHOWING:
UNITS 1 THRU 5 INCLUSIVE, OUT OF BUILDING "B", OUT OF THE UNNUMBERED LOT KNOWN AS LOT 10, TROPHY PLEX, (VOL. 3, PG. 393 S.C.M.R.) STARR COUNTY, TEXAS

NOTES:

1.) SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.

2.) THIS SURVEY WAS PREPARED IN COORDINATION WITH LAND TITLE USA COMMITMENT GF No. 041205

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY AS DESCRIBED HEREON, WAS MADE ON THE GROUND ON 09/12/08 UNDER MY DIRECTION, THAT THE ONLY IMPROVEMENTS ON THE GROUND ARE AS SHOWN, THAT THERE ARE NO VISIBLE ENCROACHMENTS, VISIBLE OVERLAPPING, APPARENT CONFLICTS, OR VISIBLE EASEMENTS, EXCEPT AS SHOWN HEREON.

FRED L. KURTH, RPLS No. 4750 DATE: 9-29-08

STATE OF TEXAS REGISTERED FRED L. KURTH 4750 PROFESSIONAL LAND SURVEYOR

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
227 N. FM 3167
RIO GRANDE CITY, TX 78582
PH: (956) 487-8256
FAX: (956) 488-8591
115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
www.meldenandhunt.com

BOOK I-053 PG. 748
DATE: 09/25/2008
JOB No. 08509.10
FILE NAME: 08509.10
DRAWN BY: A.R.

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EXHIBIT "B"

REQUEST FOR BID (RFB)
&
BID PAGE

PURCHASING DEPARTMENT
County Of Hidalgo

July 11, 2011

_____

_____

_____

_____

Re: **HIDALGO COUNTY WIC OFFICE**
Request for Bids –**"LEASE OF OFFICE SPACE FOR STARR COUNTY WIC IN RIO GRANDE CITY"**

Bid No: 2011-114a-07-27-MEG

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

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

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg
Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY WIC OFFICE
"LEASE OF OFFICE SPACE FOR STARR COUNTY WIC IN Rio Grande CITY"

Bid No: 2011-114a-07-27-MEG

1. **Request for Bid Letter, consists of __1__ page.**
2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
3. **Exhibit "A" Specifications consisting of__4__ pages.**
4. **Exhibit "B" Bid Page consisting of__1__ page.**
5. **Exhibit "C" Insurance Requirements consisting of __4__ pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of__1__page.**
7. **Vendor/Bidder Application and W-9 form consisting of__6__ pages.**
8. **Certification Regarding Debarment __1__ page.**
9. **Draft Lease consisting of __17__ pages.**

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

Thank you.

Martha L Salazar

Martha L. Salazar, CPPB
Purchasing Agent

July 11, 2011
Date

Bid No: 2011-114a-07-27-MEG	Buyer: ELENA GOMEZ	Tel. No: (956) 318-2626

REQUEST FOR BIDS

Hidalgo County
Edinburg, Texas

"Lease of Office Space for Starr County WIC in Rio Grande City"
RFB No.: 2011-114a-07-27-MEG
Date of Bid Opening: JULY 27, 2011

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S Business Hwy 281- Administration Building
Edinburg, Texas 78539

1. Sealed bids will be received for **"Lease of Office Space for Starr County WIC in Rio Grande City"** in accordance with the specifications attached hereto as Exhibit "A." 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 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 NO.: 2011-114a-07-27-MEG - "Lease of Office Space for Starr County WIC in Rio Grande City"** and in County's Purchasing Department, 2802 S. Business Hwy 281, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, July 27, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: "REQUEST FOR BIDS 2011-114a-07-27-MEG "Lease of Office Space for Starr County WIC in Rio Grande City"** 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 card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy-two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

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

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation -**"Lease of Office Space for Starr County WIC in Rio Grande City"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County WIC Program
Margarita Gonzalez
3105 W. University
Edinburg, TX 78539
(956) -381-4646

17. Schedule of Events

Bid Opening, 9:30 AM	**July 27, 2011**
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

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

- If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All 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 45CFR76.

- 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 therefor pending before any department or agency of the County.

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

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

20. Disclosure of Conflict of Interest:

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

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

21. If, during the life of any contract or 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 of the halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or 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
"Lease of Office Space for Starr County WIC in Rio Grande City"
Bid No: 2011-114a-07-27-MEG

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

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

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

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

Respectfully submitted,

Bidder:_____

Address:_____

By:_____

Printed Name:_____

Title:_____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY WIC OFFICE
"LEASE OF OFFICE SPACE FOR STARR COUNTY WIC IN Rio Grande CITY"

Bid No: 2011-114a-07-27-MEG

EXHIBIT 'A"
HIDALGO COUNTY - WIC PROGRAM
"Lease of Office Space for Starr County WIC in Rio Grande City"
Bid No.: 2011-114a-07-27-MEG

Instructions to bidders:

These instructions apply to all offers made to Hidalgo County (herein referred to as "County") by all prospective vendors (herein after referred to as "Bidders") on behalf of Solicitations including, but not limited to, Invitations to Bid.

- Please review this document in its entirety. Be sure your bid is complete, and double check your bid for accuracy.

- Open records access to all information submitted. All information included will be open to the public, other bidders, media as per Open Records Act and not be confidential in nature. If you deem any information as confidential it should not be made part of your bid package.

PLEASE NOTE:

PRE-BID MEETING:

A pre-bid meeting has been scheduled to be held on **Wednesday July 13, 2011 @ 9:00 a.m.** in the conference room of the Hidalgo County Purchasing Department, 2802 South Business Hwy 281, Edinburg, TX.

SPECIFICATIONS

The proposed office building shall meet all ADA requirements for all entrances, restrooms and/or parking areas provided by bidder.

1. Said office space shall have the designated rooms or areas for conducting the following functions:

    - Waiting area, reception area, (1) Nutrition Education, (1) computer room, (3) Counseling room, (1) lab and (3) screening rooms, (1) lactation room, (1) lounge area and two (2) storage rooms.

2. Said office space should be located in a major thoroughfare of Starr County in the City of Rio Grande City, Texas.

3. Building shall consist of a minimum of ***3,500 square feet to a maximum of 5,000*** square feet of available floor space to perform WIC services;

4. Building should be equipped with fire extinguishers for each department or amount required by the City Fire Code under federal, state, local and building codes and regulations. Floor area exits or exit access doorways must comply with the City Fire Code under federal, state and local building codes and regulations;

5. Building premises shall have public handicapped accessible restroom facilities for both men and women. Separate restroom facilities for employees;

6. Parking spaces for both regular and handicapped needs shall conform to local municipal ordinances and state law with ramp access available from such spaces to

the building. Building access must comply with American Disability Act Parking Requirements;

7. Bid premises must have water, sewer, natural gas and electricity, central air and heating of the entire building, including garbage pick up;
8. Building shall be free from rodents & insects prior to occupancy by the WIC Program staff. Lessor will be responsible and at Lessor's expense for pest control throughout term of this contract/lease;

9. The floor plans of the building will be constructed according to the Program Director. If present building needs renovation; the renovation work will be made by Lessor and at Lessor's cost and to be completed at least 45 days from the date of award;

10. Central air/heating will be provided for ample cooling/heating of the entire building. Lessor will be responsible for electrical, central air & heating maintenance, also by keeping entire Building free of mold at all times;

11. An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, ninety (90) days from the date of awarding bid and execution of contract or the award will become void/null;

12. If a new building is to be constructed there should be a completion date of approximately one hundred and twenty (120) days from date bid was awarded. If completion date is not met, bid will become void/null;

REQUIREMENTS

1. The awarded bidder shall adhere to the following insurance requirements:

2. Property insurance policy shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor for repair and restoration purpose.

3. Certificates of insurance shall be submitted to WIC Office for approval prior to rental services being performed by Lessor hereunder. Bidder shall maintain liability insurance on the building as described and listed in: **Insurance Requirements: See Exhibit "C" attached.** Plus also insure building for fire, accident and natural disaster;

4. The award of the bid will be evident by a written lease agreement in a form acceptable to Hidalgo County.

5. Bidder must charge by the square foot for the rental space;

6. Floors should have commercial or ceramic tile, no carpeting. Lessor is responsible for floor maintenance.

7. The awarded bidder of the contract/lease will ensure that the facilities (toilets, water, faucets, air conditioning, heating, etc.) within the building are working properly before and during the rental of the building and will provide all upkeep and maintenance under the contract;

8. Building shall be in good working condition.

9. The complete space will be inspected by WIC Program Director, before lease contract is in place, in order to verify status and kind of business activity within the building;

10. Provide the legal description of the property along with your bid and include a proposed " layout" of your facility.

11. Hidalgo County is requesting all interested vendor(s) submitting bids must provide the following: property ID # and/or Geographic ID # and the Legal Description as listed on your local Starr County Appraisal District for proposed property being submitted for this project.

12. Hidalgo County WIC Director reserve the right to visual inspect the proposed building for Lease prior to award of bid.

TERMS & CONDITIONS

1. The initial term of contract/lease shall be for a period of five (5) years with the County's option to renew contract for two (2) additional one (1) year terms under the same rates, terms and conditions.

2. Any contract awarded to a successful bidder will be in effect until (a) the contract expires (b) performance of services and/or specifications ordered, or (c) terminated by County with sixty (60) day's written notice prior to cancellation.

3. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and not reimbursements for such charges or expenses shall be passed onto Hidalgo County;

4. Hidalgo County reserves the right to hold bids for a period of sixty (60) days without taking any action;

5. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract;

6. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract/lease agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County;

7. **Insurance Requirements: See Exhibit "C" attached.** Plus also insure building for fire, accident and natural disaster;

Additional Information:
Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is requesting that any or all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, Purchasing Agent, at 2802 S. Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Monday July 18, 2011, 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, **5:00 P.M., Friday July 22, 2011.**

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY – WIC PROGRAM
"LEASE of OFFICE SPACE for STARR COUNTY WIC in RIO GRANDE CITY"
BID NO.: 2011-114a-07-27-MEG

BID PRICE PER SQUARE FOOT: $ _____

TOTAL MONTHLY BID PRICE: $ _____

TOTAL SQUARE FEET ON PROPOSED OFFICE BUILDING: _____

PHYSICAL LOCATION OF PROPOSED BUILDING: _____

_____

PROPERTY ID #: (Local Appraisal District Info.) _____

LEGAL DESCRIPTION OF PROPERTY: _____

_____

_____

_____

BIDDER'S INFORMATION

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER: _____

E-MAIL ADDRESS: _____

CELLULAR NUMBERS: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

EXHIBIT "C"

Insurance Requirements
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 (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					GEN'L 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 OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				☐ WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County 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. Bond (if applicable)_____
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 (if applicable),certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

VENDOR'S APPLICATION
&
W-9 FORM

HIDALGO COUNTY WIC OFFICE
"LEASE OF OFFICE SPACE FOR STARR COUNTY WIC IN Rio Grande CITY"

Bid No: 2011-114a-07-27-MEG

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.

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 fair and equal opportunity for participation in the County's procurement process. This fact holds true for Service (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:

CERTIFICATION REGARDING DEBARMENT

HIDALGO COUNTY WIC OFFICE
"LEASE OF OFFICE SPACE FOR STARR COUNTY WIC IN Rio Grande CITY"

Bid No: 2011-114a-07-27-MEG

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY – WIC PROGRAM
"LEASE of OFFICE SPACE for STARR COUNTY WIC in RIO GRANDE CITY"
BID NO.: 2011-114a-07-27-MEG

BID PRICE PER SQUARE FOOT: $ 1.25 per S.F. per month

TOTAL MONTHLY BID PRICE: $ 6,187.50 per month

TOTAL SQUARE FEET ON PROPOSED OFFICE BUILDING: 4,950 **

PHYSICAL LOCATION OF PROPOSED BUILDING: N.E. Corner Trophy &Brand Stree

** An additional 1300 S.F. is available for future expansion.

PROPERTY ID #: (Local Appraisal District Info.) to be obtained

LEGAL DESCRIPTION OF PROPERTY: Units 4 and 5 Inclusive, out of Building "A", out of the Unnumbered Lot Known as Lot 10, Trophy Plex, (volume 3 Page 393 Scmr.) Starr County, Texas

BIDDER'S INFORMATION

BIDDER/COMPANY NAME: SPI Ventures, L.L.P.

ADDRESS: P.O. Box 132, RGC, Texas 78582

CITY/STATE/ZIP CODE: Rio Grande City, Texas 78582

PHONE NUMBER: 956-605-4091

E-MAIL ADDRESS: lgonzalez9@rgv.rr.com

CELLULAR NUMBERS: 956-584-7867

FAX NUMBER:

AUTHORIZED SIGNATURE:

PRINTED NAME: Laurence C. Gonzalez

TITLE: Managing Member

DATE: July 27, 2011

OPENED
9:43
7-27-11
Witnessed

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CERTIFICATE OF INSURANCE

ISSUE DATE 8/23/2011

PRODUCER

Juanita M. Casas Insurance
240A S Texas
Mercedes, TX 78570

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

SPI Ventures
PO Box 132
Rio Grande City, TX 78582

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	Lloyd's of London
COMPANY LETTER	B	N/A
COMPANY LETTER	C	N/A
COMPANY LETTER	D	N/A
COMPANY LETTER	E	Lloyd's of London

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	BINDER ID	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY	GNNJK-B	9/1/2011	1/1/2012	GENERAL AGGREGATE	1,000,000
					PRODUCTS-COM/OP AGG.	Excluded
					PERSONAL & ADV. INJURY	Excluded
					EACH OCCURRENCE	1,000,000
					DAMAGE PREM RENTED TO YOU	Excluded
					MED EXPENSE (Any one person)	Excluded
B	PERSONAL LIABILITY				COMBINDED SINGLE LIMIT	
					MEDICAL PAYMENTS TO OTHERS	
C	EXCESS LIABILITY				EACH OCCURRENCE	
					AGGREGATE	
D						
E	PROPERTY	GNNJK-B	9/1/2011	1/1/2012	BUILDING	250,000
					CONTENTS	
					LOSS OF USE	

DESCRIPTION OF OPERATIONS / VEHICLES / SPECIALTY ITEMS
BR-1, Vacant Building located @ 5404 Brand St., Rio Grande City, TX 78582

CERTIFICATE HOLDER
HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
2812 S HIGHWAY BUS. 281
Edinburg, TX 78539

Should any of the above described policies be cancelled before the expiration date, the company shall endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives.

AUTHORIZED SIGNATURE

103482

From: Steve Crain
To: "Rocio Villarreal"
Subject: RE: C-11-114A-09-06-Lease of Office Space in Starr County
Date: Thursday, September 01, 2011 3:07:48 PM

It works.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, September 01, 2011 2:36 PM
To: 'Steve Crain'; mntrevino@atlashall.com
Cc: 'Martha Salazar'
Subject: RE: C-11-114A-09-06-Lease of Office Space in Starr County

Mr. Crain

I went ahead and did the changes as suggested. Can you please advise, so I can proceed to send you the agreement for your signature. Thank you.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, August 31, 2011 4:52 PM
To: 'Rocio Villarreal'
Subject: FW: C-11-114A-09-06-Lease of Office Space in Starr County
Importance: High

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, August 31, 2011 4:00 PM
To: 'Martha Salazar'
Subject: RE: C-11-114A-09-06-Lease of Office Space in Starr County

A lease should only have a legal description. If the Auditor wants the bid documents I suggest that a sentence be inserted specifically referencing the bid specs and bid as Exhibit B and use Exhibit A for only the legal description.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, August 31, 2011 2:52 PM
To: 'Steve Crain'
Cc: 'Rocio Villarreal'
Subject: FW: C-11-114A-09-06-Lease of Office Space in Starr County
Importance: High

Mr. Crain:
When we requested and got approval to procure this project, Auditor's insisted to attach Exhibits by reference. We complied. You are requesting we just delete the exhibits. I know your opinion counts since you have the license, but we are pretty sure Auditor's are going to object. Just an FYI! What do you think?
Marty

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Wednesday, August 31, 2011 2:05 PM

To: 'Martha Salazar'
Subject: FW: C-11-114A-09-06-Lease of Office Space in Starr County

Ms. Marty:

The lease agreement was modified in accordance with the auditor's Office request to include exhibit "A" as the RFB-Request for Bid, and Exhibit "B" –Bid Page and Exhibit C as the Certificate of Insurance. The draft agreement was approved as to form by legal few weeks ago. Mr. Crain has requested for the exhibits to be deleted and provide Exhibit A –Legal description of the property.

My question is if we attach the agreement as requested by Mr. Crain, will the Auditor's Office place the item on the letter of concern? Please advise. Thank you.

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, August 31, 2011 11:11 AM
To: 'Rocio Villarreal'
Subject: RE: C-11-114A-09-06-Lease of Office Space in Starr County

In paragraph 4.4b correct Lessee-s to Lessee's and change act to acted. Also delete all exhibits and only use the legal description of the property as Exhibit A.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Wednesday, August 31, 2011 10:23 AM
To: 'Steve Crain'; mntrevino@atlashall.com
Cc: 'Martha Salazar'; 'Darlene Betancourt'
Subject: C-11-114A-09-06-Lease of Office Space in Starr County

Mr. Crain:

Can you please review as to form the lease agreement (Original being sent by runner). It is being place on Com Court for the September 06, 2011 Agenda and I am needing your approval to attach to agenda. Please advise, thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER

(956) 318-2626 Work
(956) 292-7000 ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

AI-28342 **14. E. 1.**

CC REGULAR

Meeting Date: 09/06/2011

Submitted For: Marty Salazar **Submitted By:** Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of plans and specifications as completed by and presented through project architect, Dannenbaum Engineering Company and reviewed by Richard Sunday, Hidalgo County Facilities Management for Hidalgo County -"Renovations and Additions to Elections Department Warehouse located at 317 N. Closner-Edinburg, Texas"-Project No. 2011-147-09-20-MSS.

BACKGROUND

Proposals will requested from awarded Job Order Contractors thru the County Participation with Purchasing Co-ops as approved by C.C. on 05/31/11 AI-26576.

Proposed tentative Schedule:

1. Site Walk-thru..... Friday, September 9, 2011.
2. Proposals Due Date..... Tuesday, September 20, 2011 @ 4:00 pm.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-414-00-130-001-0-452

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

BUDGETARY IMPACT:

Attachments

VOL I -Spec Bklts

VOL II -Spec Bklt

Plans -Renovations to Elections Whse

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/01/2011 11:53 AM
Budget & Management	Merlen P. Munoz	09/01/2011 12:59 PM
Roland Garcia	Rolando Garcia	09/01/2011 02:16 PM
Auditor's Office	Arcilia Duran	09/02/2011 01:49 PM

Form Started By: Moises Salazar Started On: 08/30/2011 05:01 PM

Final Approval Date: 09/02/2011

AI-28299 **14. F. 1.**

CC REGULAR

Meeting Date: 09/06/2011

Submitted For: Martha L. Salazar **Submitted By:** Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to purchase 25 toughbooks from Paradigm Systems Solutions, Inc. thru our membership participation with DIR-SDD-1365 in the amount of $80,250.00 thru requisiton #201391.(1-1100-421-00-280-001-0-601,619,745)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Amount available for requisition# 201391 as of 8-31-11 $80,250.00 for Paradigm System Solutions Inc.
Object Code 601 $ 2,500.00
Object Code 619 $ 7,875.00
Object Code 745 $69,875.00

Attachments

Paradigm System Solutions

backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/31/2011 01:30 PM
Budget & Management	Merlen P. Munoz	08/31/2011 02:09 PM
Manuel Chapa	Manuel Chapa	08/31/2011 04:45 PM
Auditor's Office	Arcilia Duran	09/02/2011 02:08 PM
Purchasing Department	Marty Salazar	09/02/2011 02:27 PM

Form Started By: Tanya Delira Started On: 08/26/2011 02:00 PM

Final Approval Date: 09/02/2011

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00201391

PO #

Date: 08/23/11

Bill To: x
x

Vendor : 393207
PARADIGM SYSTEM SOLUTIONS, INC.
12223 WOOD LAKE DRIVE
BURNSVILLE MN 55337
FAX (952)882-9889

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: RICHARD OZUNA
956-393-6024

Contract No: DIR-SDD-1365

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		IMPLEMENTATION OF MOBILE SOLUTION DO NOT DUPLICATE ORDER		
25.00	EACH	WINXP 9VISTA COA), INTEL CORE 2 DUO P8600, 2.40 GHZ (CENTRIO2), VPRO, 13.3" XGA TOUCH 160GB, 2GB, INTEL WIFI A/B/G/N, MULTI DRIVE BLUETOOTH, THOUGHBOOK PREFERRED, ITEM# CF-74JDMBD2M	2,795.00	69,875.00
25.00	EACH	LIND DC POWER ADAPTER W/CIGARETTE ADAPTER - FOR CF-74, ITEM# CF-SVCLTNF3Y	100.00	2,500.00
25.00	EACH	HAVIS FOR FORD EXPEDITION (1997 TO 2011), ITEM# C-TCB-5	125.00	3,125.00
25.00	EACH	HAVIS UNIVERSAL LAPTOP TRAY, ITEM#C-3090-4	150.00	3,750.00
25.00	EACH	HAVIS UNIVERSAL LAPTOP LOCK, ITEM# C-TMLOCK	40.00	1,000.00
		Account No	Encumbrance	
		1-1100-421-00-280-001-0-601	2,500.00	
		1-1100-421-00-280-001-0-619	7,875.00	
		1-1100-421-00-280-001-0-745	69,875.00	
			Freight	.00
			Total	80,250.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

CC 8/24/11

Authorized By: _____

Req # 201391

16% Discount.

956-316-7212

Paradigm System Solutions Inc. - HQ
Attn: Rick Woodard
12223 Wood Lake Drive
Burnsville, MN 55337
Mobile: (214) 675-4388
Toll Free: (877) 440-7774
Fax: (952) 882-9889

www.paradigmssi.com
richard@paradigmssi.com

Company: Hidalgo County, TX Sheriff
Contact: Lt. Richard Ozuna
Phone: 956-393-6022

PSSI - QUOTE
7/1/2011 - REVISED 07-06-2011 - REVISED 08-07-2011

Panasonic Rugged Laptops		SRP	Price	Units	Ext. Price
CF-74JDMBD2M	WinXP (Vista COA), Intel Core 2 Duo P8600 2.40GHz (Cantrino2), vPro, 13.3" XGA Touch, 160GB, 2GB, Intel WiFi a/b/g/n, Multi-drive, Bluetooth, Toughbook Preferred		$2,795.00	25	$69,875.00
				Total	$69,875.00

Peripheral and Warranty Options		Price	Units	Ext. Price
CF-SVCLTNF3Y	Panasonic Protection Plus - 3 Years (OPTIONAL)	$210.00		$0.00
CF-LNDDC120	LIND DC Power Adapter w/ Cigarette Adapter - for CF-74	$100.00	25	$2,500.00
C-TCB-6	HAVIS for Ford Expedition (1997 to 2011)	$125.00	25	$3,125.00
C-3090-4	HAVIS Universal Laptop Tray	$150.00	25	$3,750.00
C-TMLOCK	HAVIS Universal Laptop Lock	$40.00	25	$1,000.00
				$0.00
				$0.00
				$0.00
			Total	$80,250.00

COMMENTS:

QUOTE DOES NOT INCLUDE TAX
TAX (IF APPLICABLE) IS THE RESPONSIBILITY OF THE CLIENT

PLEASE EMAIL PURCHASE ORDER TO: richard@paradigmssi.com

TXDIR CONTRACT: DIR-SDD-1365

AI-28299
CC REGULAR
Meeting Date: 09/06/2011
Submitted By: Tanya Delira, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Sheriff's Office:
Requesting authority to purchase 25 toughbooks from Paradigm Systems Solutions, Inc. thru our membership participation with DIR-SDD-1365 in the amount of $80,250.00 thru requisiton #201391.(1-1100-421-00-280-001-0-601,619,745)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011
ACCT. #: 1110042100280001060 1
FUNDS AVAILABLE Y/N?: y
MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

FISCAL YEAR: 2011
ACCT. #: 1110042100280001061 9
FUNDS AVAILABLE Y/N?: y
MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

FISCAL YEAR: 2011
ACCT. #: 421002800010745
FUNDS AVAILABLE Y/N?: y
MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

Attachments

Paradigm System Solutions

Form Review

Inbox	Reviewed By	Date
	Form Started By: Tanya Delira	Started On: 08/26/2011 02:00 PM

28299

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00201391
PO #
Date: 08/23/11

Bill To: x
x

Vendor : 393207
PARADIGM SYSTEM SOLUTIONS, INC.
12223 WOOD LAKE DRIVE
BURNSVILLE MN 55337
FAX (952)882-9889

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: RICHARD OZUNA
956-393-6024

Contract No: DIR-SDD-1365
Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		IMPLEMENTATION OF MOBILE SOLUTION		
		DO NOT DUPLICATE ORDER		
25.00	EACH	WINXP 9VISTA COA), INTEL CORE 2 DUO P8600, 2.40 GHZ (CENTRIO2), VPRO, 13.3" XGA TOUCH 160GB, 2GB, INTEL WIFI A/B/G/N, MULTI DRIVE BLUETOOTH, THOUGHBOOK PREFERRED, ITEM# CF-74JDMBD2M	2,795.00	69,875.00
25.00	EACH	LIND DC POWER ADAPTER W/CIGARETTE ADAPTER - FOR CF-74, ITEM# CF-SVCLTNF3Y	100.00	2,500.00
25.00	EACH	HAVIS FOR FORD EXPEDITION (1997 TO 2011), ITEM# C-TCB-5	125.00	3,125.00
25.00	EACH	HAVIS UNIVERSAL LAPTOP TRAY, ITEM#C-3090-4	150.00	3,750.00
25.00	EACH	HAVIS UNIVERSAL LAPTOP LOCK, ITEM# C-TMLOCK	40.00	1,000.00
		Account No	Encumbrance	
		1-1100-421-00-280-001-0-601	2,500.00	
		1-1100-421-00-280-001-0-619	7,875.00	
		1-1100-421-00-280-001-0-745	69,875.00	
			Freight	.00
			Total	80,250.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

CC 8/24/11

Authorized By: _____

Req # 201391

Paradigm System Solutions Inc. - HQ
Attn: Rick Woodard
12223 Wood Lake Drive
Burnsville, MN 55337
Mobile: (214) 675-4388
Toll Free: (877) 440-7774
Fax: (952) 882-9889

Company: Hidalgo County, TX Sheriff
Contact: Lt. Richard Ozuna
Phone: 956-393-6022

www.paradigmssi.com

PSSI QUOTE
7/1/2011 - REVISED 07-06-2011 - REVISED 08-02-2011

		SRP	Price	Units	Ext. Price
Panasonic Rugged Laptops					
CF-74JDMBD2M	WinXP (Vista COA), Intel Core 2 Duo P8600 2.40GHz (Centrino2), vPro, 13.3" XGA Touch, 160GB, 2GB, Intel WiFi a/b/g/n, Multi-drive, Bluetooth, Toughbook Preferred		$2,795.00	25	$69,875.00
				Total	$69,875.00
Peripheral and Warranty Options			Price	Units	Ext. Price
CF-SVCLTNF3Y	Panasonic Protection Plus - 3 Years (OPTIONAL)		$210.00		$0.00
CF-LNDDC120	LIND DC Power Adapter w/ Cigarette Adapter - for CF-74		$100.00	25	$2,500.00
C-TCB-5	HAVIS for Ford Expedition (1997 to 2011)		$125.00	25	$3,125.00
C-3090-4	HAVIS Universal Laptop Tray		$150.00	25	$3,750.00
C-TMLOCK	HAVIS Universal Laptop Lock		$40.00	25	$1,000.00
					$0.00
					$0.00
					$0.00
				Total	$80,250.00

COMMENTS:

QUOTE DOES NOT INCLUDE TAX
TAX (IF APPLICABLE) IS THE RESPONSIBILITY OF THE CLIENT

PLEASE EMAIL PURCHASE ORDER TO: richard@paradigmssi.com

TXDIR CONTRACT: DIR-SDD-1365

16% Discount. 210-916-912

MSRP	16% off	Total
$3,429.00	$548.64	$2,880.36
$250.00	$40.00	$210.00
$139.00	$22.24	$116.76
$180.00	$28.80	$151.20
$216.00	$34.56	$181.44
$55.00	$8.80	$46.20

Appendix C to DIR Contract No. DIR-SDD-1365
Pricing Index

Product Line	Customer Discount
Mobile Digital Video Products	
Arbitrator In Car Video Solution	26%
Accessories	13%
Mounting Equipment	6%
Panasonic Rugged Toughbooks	16%
Related Services	
Extended Warranty	0%
Installation	6%

AI-28298 **14. F. 2.**

CC REGULAR

Meeting Date: 09/06/2011

Submitted For: Martha L. Salazar **Submitted By:** Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to purchase 25 M250 DL scanners, 45 software and support licenses including 12 hours of installation and configuration through Spillman Technologies-(awarded vendor) through HC's membership and participation with State of Texas:Department of Information contract -DIR-SDD-1623 for the amount of $111,037.17 through requisiton #201112-(1-1100-421-00-280-001-0-336&665).

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funding available as of 8-31-11:

Amount available for requisition# 201112 as of 8-31-11 $111,037.17 for Spillman Technologies Inc.
Object code 336 & 665 ($100,814.67 & 10,222.50 respectively)

Attachments

Spillman technologies

backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/31/2011 01:24 PM
Budget & Management	Merlen P. Munoz	08/31/2011 02:09 PM
Manuel Chapa	Manuel Chapa	08/31/2011 04:26 PM
Purchasing Department	Marty Salazar	08/31/2011 05:21 PM
Auditor's Office	Arcilia Duran	09/02/2011 02:06 PM
Purchasing Department	Marty Salazar	09/02/2011 02:17 PM

Form Started By: Tanya Delira Started On: 08/26/2011 01:53 PM

Final Approval Date: 09/02/2011

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00201112

PO #

Date: 08/18/11

Bill To: x
x

Vendor : 385026
SPILLMAN TECHNOLOGIES, INC.
4625 W. LAKE PARK BLVD.
SALT LAKE CITY UT 84120
FAX (801)902-1210

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: RICHARD OZUNA
956-393-6024

Contract No: DIR-SDD-1623

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		IMPLEMENTATION OF OUR MOBILE SOLUTIONS DO NOT DUPLICATE ORDER		
25.00	EACH	M250 DL SCANNERS	408.90	10,222.50
45.00	EACH	MOBILE (STATE, LOCAL, VOICELESS MAPING/AVL)	1,132.50	50,962.50
45.00	EACH	AFR (AUTOMATED FIELD RECORDING)	1,073.61	48,312.45
12.00	HRS	INSTALLATION AND CONFIGURATION HOURS	128.31	1,539.72
		Account No	Encumbrance	
		1-1100-421-00-280-001-0-336	100,814.67	
		1-1100-421-00-280-001-0-665	10,222.50	
			Freight	.00
			Total	111,037.17
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

May 2011?

Hidalgo County Sheriff
Purchase Agreement

Quote Expiration Date: Sept. 9th 2011
Quote Number: 2011-0717DIR
Spillman DIR Contract #: DIR-SDD-1623

services included

Your Purchase Includes:

Description	QTY	MSRP	DIR Discount	DIR Category	Total / Unit	Grand Total
Mobile (state, local, voiceless, mapping/AVL)	45	$ 1,500	24.50%	Mobile Per Computer	$ 1,132.50	$ 50,962.50
AFR (Automated Field Reporting)	45	$ 1,422	24.50%	Automated Field Reporting	$ 1,073.61	$ 48,312.45
M250 DL Scanner	25	$ 580	29.50%	Comp. Aided Dispatch (CAD)	$ 408.90	$ 10,222.50
Installation and Configuration Hours	12	$ 182	29.50%	Installation	$ 128.31	$ 1,539.72
					Total Purchase:	**$ 111,037.17**

**Pricing includes shipping*

Standard payment terms include full-project invoicing upon document processing. Any non-standard payment terms must be included in writing above. Confidentail and proprietary information of Spillman Technologies, Inc. © 2010

1825 West Lake Park Blvd. Salt Lake City, UT 84120 phone 801.902.1200 fax 801.902.1210

APPENDIX C PRICING SCHEDULE SPILLMAN TECHNOLOGIES DIR CONTRACT No. DIR-SDD-1623

PRODUCT/SERVICE DESCRIPTION	CUSTOMER DISCOUNT
HUB (System Core)	24.50%
Statelink-TLETS/TCIC Interface	29.50%
Records Management System (RMS)	29.50%
Civil	29.50%
Compstat Dashboard	29.50%
Personnel & Training	29.50%
Evidence Management/Bar Coding	29.50%
Equipment Maintenance	29.50%
Computer Aided Dispatch (CAD)	29.50%
911 Interface	29.50%
CAD Mapping & AVL	29.50%
Pro QA Interface	29.50%
Response Plans	29.50%
Premise & Hazmat	29.50%
Mobile Server	24.50%
Mobile per Computer	24.50%
Automated Field Reporting	24.50%
Jail Management System (JMS)	29.50%
Livescan Interface	29.50%
Commissary	29.50%
Project Management Services	19.50%
Installation Services ✓	19.50%
Training Services	19.50%

AI-28298
CC REGULAR
Meeting Date: 09/06/2011
Submitted By: Tanya Delira, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Sheriff's Office:
Requesting Authority to purchase 25 M250 DL scanners, 38 licenses and support licenses and 12 hours of installation and configuration thru our membership/participation thru contract number DIR-SDD-1623 thru Spillman Technologies for the amount of $111,694.62 thru requisiton #201112. (1-1100-421-00-280-001-0-336,665)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011
ACCT. #: 11100421002800010336
FUNDS AVAILABLE Y/N?: y
MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

FISCAL YEAR: 2011
ACCT. #: 11100421002800010665
FUNDS AVAILABLE Y/N?: y
MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

Attachments

Spillman Technologies

Form Review

Inbox	Reviewed By	Date
	Form Started By: Tanya Delira	Started On: 08/26/2011 01:53 PM

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00201112

PO #

Date: 08/18/11

Bill To: x
x

Vendor : 385026
SPILLMAN TECHNOLOGIES, INC.
4625 W. LAKE PARK BLVD.
SALT LAKE CITY UT 84120
FAX (801)902-1210

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: RICHARD OZUNA
956-393-6024

Contract No: DIR-SDD-1623

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		IMPLEMENTATION OF OUR MOBILE SOLUTIONS DO NOT DUPLICATE ORDER		
25.00	EACH	M250 DL SCANNERS	408.90	10,222.50
45.00	EACH	MOBILE (STATE, LOCAL, VOICELESS MAPING/AVL)	1,132.50	50,962.50
45.00	EACH	AFR (AUTOMATED FIELD RECORDING)	1,073.61	48,312.45
12.00	HRS	INSTALLATION AND CONFIGURATION HOURS	128.31	1,539.72
		Account No	Encumbrance	
		1-1100-421-00-280-001-0-336	100,814.67	
		1-1100-421-00-280-001-0-665	10,222.50	
			Freight	.00
			Total	111,037.17
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Night 20112

Hidalgo County Sheriff
Purchase Agreement

Quote Expiration Date: Sept. 9th 2011
Quote Number: 2011-0717DIR
Spillman DIR Contract #: DIR-SDD-1623

services included

Your Purchase Includes:

Description	QTY	MSRP	DIR Discount	DIR Category	Total / Unit	Grand Total
Mobile (state, local, voiceless, mapping/AVL)	45	$ 1,500	24.50%	Mobile Per Computer	$ 1,132.50	$ 50,962.50
AFR (Automated Field Reporting)	45	$ 1,422	24.50%	Automated Field Reporting	$ 1,073.61	$ 48,312.45
M250 DL Scanner	25	$ 580	29.50%	Comp. Aided Dispatch (CAD)	$ 408.90	$ 10,222.50
Installation and Configuration Hours	12	$ 182	29.50%	Installation	$ 128.31	$ 1,539.72
					Total Purchase:	**$ 111,037.17**

**Pricing includes shipping*

Standard payment terms include full-project invoicing upon document processing. Any non-standard payment terms must be included in writing above. Confidential and proprietary information of Spillman Technologies, Inc. © 2010

[illegible]

APPENDIX C PRICING SCHEDULE SPILLMAN TECHNOLOGIES DIR CONTRACT No. DIR-SDD-1623

PRODUCT/SERVICE DESCRIPTION	CUSTOMER DISCOUNT
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Pro QA Interface	29.50%
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Mobile Server	24.50%
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Automated Field Reporting	24.50%
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Livescan Interface	29.50%
Commissary	29.50%
Project Management Services	19.50%
Installation Services ✓	19.50%
Training Services	19.50%

APPENDIX C PRICING SCHEDULE SPILLMAN TECHNOLOGIES DIR CONTRACT No. DIR-SDD-1623

Annual Support & Maintenance	2.50%
New Product Modules	25.00%

AI-28378 **14. F. 3.**

CC REGULAR

Meeting Date: 09/06/2011

Submitted For: Martha L Salazar **Submitted By:** Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Proposal and Final negotiated contract with VALUE-ADDED COMMUNICATIONS, INC. for: Inmate Pay Telephone Services" for the Hidalgo County Sheriff's Office project in connection to (RFP No.: 2011-019-02-09-YZV)

BACKGROUND

Contract Document C-11-019-09-06-Value Added Communications, Inc.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-421-00-280-001-0-540

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

BUDGETARY IMPACT:

Available balance as of 9-2-11 $24,000.00

Account stated is for advertising expense only. This is a revenue generating project.

Attachments

contract documnet-C-11-019-09-06-VACI

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/02/2011 02:50 PM
Budget & Management	Merlen P. Munoz	09/02/2011 03:14 PM
Manuel Chapa	Manuel Chapa	09/02/2011 04:49 PM
Auditor's Office	Monica Badillo	09/02/2011 04:57 PM

Form Started By: Letty Saenz Started On: 09/01/2011 11:57 AM

Final Approval Date: 09/02/2011

REQUIRMENTS AGREEMENT
HIDALGO COUNTY INMATE PAY TELEPHONE SERVICES AGREEMENT
C-11-019-09-06

THIS AGREEMENT is made and entered into this **6th** day of **SEPTEMBER, 2011**, by and between **HIDALGO COUNTY, TEXAS** (hereinafter referred to as "County") and **VALUE ADDED COMMUNICATIONS, INC.** (hereinafter referred to as "Contractor").

W I T N E S S E T H:

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

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

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as 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 (RFP), 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 as fully as if set forth verbatim in this Contract:

a. RFP dated **SEPTEMBER 6, 2011** (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 **Mark Turner, President/ Chief Operations Officer** 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");

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. 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 County. In addition to all other Services, Contractor shall provide at no cost to County, three (3) portable telephones, two (2) TDD's (telephone communication devices for the hearing impaired), and five (5) spare/replacement telephones (for use if telephones are not functioning).

b. ***Maintenance.*** Contractor will respond to a maintenance or repair request from County within 24 hours for minor outages and within 3 hours for major outages. A minor outage is defined as the inability to originate calls from less than 25% of the stations served by Contractor. A major outage is defined as the inability to originate calls from 25% or more of the stations served by Contractor.

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 <u>VALUE ADDED COMMUNICATIONS</u>.

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

a. **75%** of the gross billed revenue for "flat rate" Local Collect calls.

b. **75%** of gross billed revenue for Long Distance Collect calls.

c. Ten Dollar ($10.00) Card will cost Hidalgo County Sheriff's Office Two Dollars and Fifty Cents (**$ 2.50)** each.

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 calculating 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 Exhibit (b) below, the term of this Agreement shall be for a period of **Two (2) Years** commencing **September 6, 2011** and County's sole option to extend/renew for an **additional Three (3) Year term** based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining

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

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 without cause.

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 as 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 require by applicable law no person or entity other than County and Contractor.

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

a. 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.

b. 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 material 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 material 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, a Cashier's Check or Irrevocable Letter of Credit to the County of Hidalgo 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 its 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 **September 6, 2011** and the Services shall be completed on or before **September7, 2013**.

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 the 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 this 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 Contractor 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
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Contractor: Value Added Communications, Inc.
Attn: Mark Turner, President/Chief Operations Officer
3801 E. Plano Parkway, Suite 100
Plano, Texas 75074

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. County may terminate this Contract at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Contractor.

36. ***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 the County under this Contract, County may terminate this Contract upon sixty (60) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Contract. The parties intend this provision to be a continuing right to terminate this Contract at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

EXECUTED as of the day and year first written above.

APPROVED AS TO FORM:
Atlas & Hall, LLP

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:
VALUED-ADDED COMMUNICATIONS, INC.

By: _____

Printed Name: Mark Turner

Title: President/Chief Operating Officer

EXHIBIT “A”

REQUEST FOR PROPOSALS (RFP) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR PROPOSALS (RFP) CHECKLIST

"INMATE PAY TELEPHONE SYSTEM"

RFP № 2011-019-02-09-YZV

1. Request for Proposals Letter.
2. Request for Proposals, Legal Notice, consisting of 8 pages.
3. Exhibit "A", Requirements/Scope of Services/Proposal Page(s), consisting of 23 pages.
4. Exhibit "B", Evaluation Criteria, consisting of 2 pages.
5. Exhibit "C", Insurance Requirements, consisting of 4 pages.
6. Exhibit "D", Conflict of Interest Questionnaire (CIQ), consisting of 1 page.
7. Exhibit "E", Proposer Affidavit, consisting of 1 page.
8. Proposer/Vendor Application and W-9 Form, consisting of 6 pages.
9. Certification Regarding Debarment, consisting of 1 page.
10. Draft Service Agreement, consisting of ____pages.

The above mentioned items shall be found in the Request for Proposals (RFP) packet that is attached herewith. Should you find that nay 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

December 20, 2011
Date

PURCHASING DEPARTMENT
County Of Hidalgo

December 20, 2010

_____

_____

_____

_____

RE: Hidalgo County-Sheriff Department
Request for Proposals
"INMATE PAY TELEPHONE SYSTEM"
RFP № 2011-019-02-09-YZV

Dear Respondents:

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

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

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

Sincerely

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

RFP NO: 2011-019-02-09	Buyer: YOLANDA Z VELASQUEZ	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

HIDALGO COUNTY – SHERIFF DEPARTMENT

"INMATE PAY TELEPHONE SYSTEM"

PROPOSAL ACCEPTANCE DATE

FEBRUARY 09,2011

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2626

Form HCPD-04

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

2. **ONE (1) ORIGINAL AND SEVEN (7) COPIES** of all RFP's are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, "**RFP No: 2011-019-02-09-YZV-Hidalgo County Sheriff Department "INMATE PAY TELEPHONE SYSTEM"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas on **or before 9:30 a.m. Wednesday, Month 00, 2011.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP/Q 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 WITH THE FOLLOWING REFERENCE: RFP NO: 2011-019-02-09-YZV-HIDALGO COUNTY SHERIFF DEPARTMENT "INMATE PAY TELEPHONE SYSTEM"

   WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956) 292-7612 or via email to yolanda.velasquez@co.hidalgo.tx.us. by NO LATER THAN Wednesday, January 26, 2011, at 5:00 p.m. Responses will be sent to all applicants by Friday January 28, 2011 at 5:00 p.m. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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

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

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

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

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

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

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

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

10. County reserves the right to accept or reject any or all RFP's.

11. Costs are to be net F.O.B. destination 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's budget for this fiscal year only. County on an annual basis has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

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

15. <u>DELIVERY INSTRUCTIONS:</u>

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.
- If you need additional information call the office listed below:

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

16. **<u>BILLING AND PAYMENT INSTRUCTIONS</u>**:

- Invoices must include:
  a) Name and address of successful submitter
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"<u>HIDALGO COUNTY SHERIFF DEPARTMENT-"INMATE PAY</u>**

TELEPHONE SYSTEM"

e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Ray Eufracio, CPA, Hidalgo County Auditor
2802 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. SCHEDULE OF EVENTS

Proposal Acceptance Date:	**FEBRUARY 09, 2011**
Award of Contract	2011
Commence Work or Deliver Products	2011

18. ~~BID OR PERFORMANCE BOND AND~~ DEBARMENT CERTIFICATION~~; PAYMENT UNDER CONTRACT:~~

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

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

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

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen 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 contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.
  Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

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

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

23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must

affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

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

24 . Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer'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 proposer will be in effect until:
a) the contract expires;
b) delivery and acceptance of products, and/or performance of services ordered, or;
c) terminated by County with thirty (30) day's written notice prior to cancellation.

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 proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

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

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

28. Successful proposer shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposal shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not

picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

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

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

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

Proposal for
HIDALGO COUNTY-SHERIFF DEPARTMENT
"INMATE PAY TELEPHONE SYSTEM"

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

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

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

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

HIDALGO COUNTY ADULT DETENTION FACILITY
"INMATE PAY TELEPHONE SYSTEM & SERVICES"
REQUEST FOR PROPOSALS
RFP NO: 2011-019-02-09-YZV

Hidalgo County is seeking sealed proposals from qualified vendors to provide telephone equipment and services for LOCAL, INTRALATA, INTERLATA COINLESS **"INMATE PAY TELEPHONE SYSTEMS AND SERVICES FOR THE HIDALGO COUNTY ADULT DETENTION FACILITY".** The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of "Inmate Pay Telephone Services for the Adult Detention Facility" as specified herein. Sealed proposals will be accepted until **9:30 a.m., Wednesday, February 09, 2011**. **ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP № **2011-019-02-09-YZV**
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 So. Business Hwy 281
Edinburg, Texas 78539

The Submittal Envelope Must Show:

RFP № 2011-019-02-09-YZV
Hidalgo County – Adult Detention Facility
"INMATE PAY TELEPHONE SYSTEM & SERVICES"

ADDITIONAL INFORMATION: Hidalgo County is requesting that sealed proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 2802 So., Business Hwy 281, New Administration Building, Edinburg, Texas 78539. **NO FACSIMILES OR LATE ARIVALS WILL BE ACCEPTED ANY PROPSAL 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 PACKAKE WITH REFERENCE TO: "RFP № 2011-019-02-09-YZV HIDALGO COUNTY ADULT DETENTION FACILITY "INMATE PAY TELEPHONE SYSTEMS & SERVICES"**

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE OR VIA EMAIL TO yolanda.velasquez@co.hidalgo.tx.us , **BY NO LATER THAN Wednesday, January 26, 2011 at 5:00 p.m. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, January 28, 2011. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

PROPOSER'S AFFIDAVIT:

Respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in Exhibit "E" certifying that the submission is **(1)** not the result of Collusion as described in the Proposer's Affidavit; **(2)** that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit; or **(3)** that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

REQUIREMENT FOR DISCLOSURE OF CONFLICT OF INTEREST:

A person, vendor, consultant or contractor required to file a conflict of interest must file an updated questionnaire each year that a contractual relationship or negotiation is pending with the County.

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

NON-COLLUSION:

Submitters, by submitting the signed Proposer's Affidavit, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or provider engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States Law.

NON-DISCRIMINATION:

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

PROCESSING TIME FOR PAYMENT:

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

ELECTRONIC TRANSMISSION OF BIDS:

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

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

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

SUBMITTER DEFAULT:

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

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

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

HAND DELIVERED PROPOSALS:

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

SIGNING OF PROPOSALS:

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

WAIVING OF INFORMALITIES:

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

SUBCONTRACTING:

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

TERM:

The initial term shall be for a period of two (2) years, with contract commencing upon termination of current contract and with the County's option to extend for three (3) additional one (1) year terms under the same rates, terms and conditions and/or scope of services. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next contract term.

REQUEST FOR PROPOSALS:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and ten (10) copies** of the RFP shall be submitted to the address on the cover letter.

SITE VISIT (WALK-THRU) PRESENTATIONS, DEMONSTRATIONS AND TESTING

A pre-proposal conference (walk thru) will be held at the County of Hidalgo Adult Detention Facility located at 711 El Cibolo Rd. in Edinburg TX. 78504 on **Tuesday January 11, 2011 AT 2:00 P.M. at this time the Presentations/Demonstrations will be scheduled.**

Presentations/Demonstrations will be held at the County of Hidalgo Adult Detention Facility located at 711 El Cibolo Rd., Edinburg, Texas 78504 and may include discussions of the proposed configurations, services, or system functionality. Demonstrations will be scheduled Tuesday, January 18, 2011 and Wednesday January 19, 2011. Presentation/Demonstration not to exceed 45 minutes.

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 commission rates, services and other evaluation factors set forth in the request for proposals.

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 here from.

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 DISABILITIES ACT
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 order 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 without 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.

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.(REMOVE)

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.

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 (Marty's comment: Is this word necessary) 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 premises 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 hook switch, 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 conference-in 3rd party, that they are speaking to an inmate from a correctional facility. Overlay recording must be random 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

ADDITIONAL SPECIFICATIONS:

Location – GPS watch list:
Alert investigator of inmate making a call to a specific number or person and plotting GPS coordinates on map of a number or person.

24 hours support
Log in access from any computer
User auditing system
Alert on 3 way calling
Live call monitoring
Scheduler shut down, Emergency shut down
Notification of a call
Biometrics
Photo Recognition
Iris & Voice Recognition:
Be able to identify inmate by iris, voice, fingerprint and camera (pin#)
Calling Cards
Record and monitoring of inmates calls from all cells
Be able to record and monitor inmate calls made during visitation booth
Be able to record and monitor inmate calls made from booking
Be able to identify inmate by voice recognition, fingerprint, camera, (pin #)
Be able to copy recordings to CD's to be used as evidence in court
Be able to block telephone numbers where inmate is harassing caller
For investigative purposes, able to log in to system from any computer using web interface or implement through active directory.
Have a data base large enough to keep recorded calls for an extended period of time (2-3 years)
Option to have hardware and equipment at vendor's facility.
Two (2) extra rolling cards (as spare)
Detention Center has 109 visitation booths

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 Any **GROSS BILLED**

For A Cell **Deductions** **REVENUE**

_____ LESS _____ = _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

PHONE №: _____ **FAX №:** _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ **EMAIL:** _____

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 judgments 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

Average Daily Population (past six (6) months	62
Current Capacity of Facility	1232
Number of FIXED telephones to be installed	136
Number of ROLLING CART Telephones	4
Average number of bookings per month (Past six (6) months (MM/DD/YEAR-MM/DD/YEAR)	1212

Telephones are normally available from 7 a.m. to 10 p.m. each day Sunday thru 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 OCCUPANCY 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 OCCUPANCY 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**	

For the period MONTH **, 2010 through MONTH **,2010 call data for the Hidalgo County Jail is as follows:

Local (2.25 flat rate)					Intralata				Interlata				Interstate				Collect Calling		
	Calls	Rev.	Mins.	%	Calls	Rev.	Mins.	%	Calls	Rev.	Mins.	%	Calls	Rev.	Mins.	%	Calls	Revenue	Commission @ 50% gross
MM/YEAR	15581	$35,057.25	172585	83.35%	2029	$11,522.64	18540	10.85%	577	$3,771.70	6453	3.09%	507	$5,764.68	4227	2.71%	18694	$56,116.27	$28,058.14
MM/YEAR	15743	$35,421.75	179515	85.64%	1585	$9,206.44	15605	8.62%	655	$4,246.52	7214	3.56%	399	$4,715.08	3527	2.17%	18382	$53,589.79	$26,794.90
MM/YEAR	14883	$33,486.75	167974	85.98%	1244	$7,027.13	11162	7.19%	747	$4,780.76	8030	4.32%	435	$5,264.90	3985	2.51%	17309	$50,559.54	$25,279.77
MM/YEAR	14297	$32,168.25	162921	87.93%	1044	$5,943.82	9622	6.42%	687	$4,229.56	6855	4.23%	231	$2,879.35	2210	1.42%	16259	$45,220.98	$22,610.49
MM/YEAR	12773	$28,739.25	140482	84.03%	1461	$8,389.58	13857	9.61%	696	$4,392.98	7287	4.58%	270	$3,340.45	2555	1.78%	15200	$44,862.26	$22,431.13
MM/YEAR	13945	$31,376.25	151258	87.78%	1081	$6,190.91	10163	6.80%	574	$3,635.99	6051	3.61%	286	$3,553.17	2723	1.80%	15886	$44,756.32	$22,378.16

Present Commissions paid to Hidalgo County by present vendor are as follows:

Present rate charged per local call $2.25

A. 50% OF THE GROSS BILLED REVENUE FOR FLAT RATE LOCAL COLLECT CALLS.
B. 50% OF GROSS BILLED REVENUE FOR LONG DISTANCE COLLECT CALLS.

SECTION III: SELECTION AND SCHEDULES

SELECTION PROCEDURES/EVALUATION SYSTEM:

The evaluation consists of a one hundred (100) point scoring system. Hidalgo County Commissioner's Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, grade, score and evaluate the proposals received in response to this Hidalgo County request for proposals for the purpose of ranking.

Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP.

NEGOTIATION PROCESS

The number one (1) ranked participant will be contacted to submit a contract for negotiations. If negotiations prove unsuccessful, Hidalgo County will terminate negotiations with participant and will contact the next highest ranked participant to pen negotiations. The County of Hidalgo reserves the right to reject any and all RFP's.

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

PROPOSAL SUBMITTED TO:

An original and ten (10) copies of RFP's should be submitted to:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 South Business Highway 281
Edinburg, Texas 78539

All RFP's must be submitted by no later than 9:30 a.m. on Wednesday, FEBRUARY 09, 2011

EXHIBIT "B"

SELECTION/EVALUATION CRITERIA

The County will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. Each proposal will be analyzed to determine overall responsiveness and qualification under the RFP. The evaluation criteria will include, but not be limited to the following:

1. **COMMISSION:** **35%**

- Percentage of Commission for each call.
- The providers cost of the proposed service

2. **EXPERIENCE, RELIABILITY AND STABILITY** **30%**

- Extensive Experience with provision of inmate telephone service
- Evidence of Proposers experience with similar institutions

3. **PROPOSED METHOD OF PERFORMANCE** **05%**

- Provide sufficient professional background (references) indicative of outstanding or exceptional services.

4. **EQUIPMENT** **15%**

- Furnish satisfactory evidence of their ability to furnish service/equipment

5. **SERVICES** **15%**

- Experience and knowledge necessary to provide and perform the required service
- Capability to handle calls as requested in achieving and rendering all services required.

TOTAL: 100 POINTS

EXHIBIT "B"
RFP EVALUATION FORM
HIDALGO COUNTY-ADULT DETENTIN FACILITY
"INMATE PAY TELEPHONE SERVICES"

Selection Criteria	Points	Score
1. **COMMISSION** **(35)**		
➢ Percentage of Commission for each call	0-20	
➢ The providers cost of the proposed service	0-15	
Comments/Rationale for points:	**TOTAL:**	_____
2. **EXPERIENCE, RELIABILITY AND STABILITY** **(30)**		
➢ Extensive Experience with provision of inmate telephone service	0-15	
➢ Evidence of Proposers experience with similar institutions	0-15	
Comments/Rationale for points:	**TOTAL:**	_____
3. **PROPOSED METHOD OF PERFORMANCE** **(05)**		
➢ Provide sufficient professional background (references) indicative of outstanding or exceptional services	0-5	
Comments/Rationale for points:	**TOTAL:**	_____
4. **EQUIPMENT** **(15)**		
➢ Furnish satisfactory evidence of their ability to furnish service/equipment	0-15	
Comments/Rationale for points:	**TOTAL:**	_____
5. **SERVICES** **(15)**		
➢ Experience and knowledge necessary to provide and perform the requires service	0-8	
➢ Capability to handle calls as requested in achieving and rendering all services required.	0-7	
	TOTAL:	
	TOTAL SCORE:	

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

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 Dollars ($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. A Five Hundred Thousand Dollar (%500,000.00) Comprehensive General Liability Insurance policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

5. 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 (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED [illegible] (Any one person)	$
					PER[illegible] & ADV INJURY	$
					[illegible]AL AGGREGATE	$
					[illegible]ODUCTS – COMP/OP [illegible]GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIM[illegible]DE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT[illegible]**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project 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 award of project by the Hidalgo County Commissioners= Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer: 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 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 award to be rescinded and re-awarded to next qualified vendor. 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 YOUR 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 project, 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, permit's, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___.

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:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address: **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
☐ Less than 125,000 annual gross receipt	☐ 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:

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

CONTRACTOR'S PROPOSAL
and BEST and FINAL OFFER (BAFO)

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

Value-Added Communications, Inc. 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: Seventy Two and one half %
Numerical Percentage offered: 72.5 %

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: Seventy Two and one half %
Numerical Percentage offered: 72.5 %

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

Billed Charge Any **GROSS BILLED**

For A Call	Deductions	REVENUE
$2.25 (Local Call Example)	LESS $0	= $2.25

Note: The example does not include any taxes or tax-like surcharges as may be mandated by any governmental taxing authority and added to the cost of the call. Such taxes are not included in gross revenue.

COMPANY NAME: Value – Added Communications, Inc.
ADDRESS: 3801 E. Plano Parkway, Suite 100
CITY: Plano **STATE:** TX **ZIP CODE:** 75074
PHONE No: 972-535-3363 **FAX No:** 972-535-3332
AUTHORIZED SIGNATURE: Mark Turner
PRINTED NAME: Mark Turner
TITLE: President & Chief Operating Officer **EMAIL:** rfp@vaci.com

Keith R. Eismann
Vice President Sales
24 Reynosa
San Antonio, Texas 78261
210-385-2350
FAX 972-535-3324

June 20, 2011

Leticia Saenz
Hidalgo County
Purchasing Department
2802 S. Business Highway 281
Edinburg, Texas 78539

REF: Negotiation Discussion Agreements and Clarification
RFP No: 2011-019-02-09-YZV Hidalgo County – Sheriff Department
"Inmate Pay Telephone System and Services"

Dear Ms. Saenz:

Thank you for taking the time to meet with me on Thursday June 16, 2011 to begin the negotiation phase of the County's award of RFP No: 2011-019-02-09 YZV for Inmate Pay Telephone System and Service to Value Added Communications Inc.

Within the pages to follow, I have provided VAC's response to the negotiation item(s) and clarification questions as discussed in our meeting.

If you require any further clarifications or have additional items that need to be negotiated, I can be reached at 210-385-2350 or keith.eismann@vaci.com.

Upon completion of these negotiations and contract signature, I will bring down my installation and maintenance staff so that we can work with the appropriate Jail personnel to coordinate specific system functionality programming and install time frames.

I look forward to working with you and the Sheriff's Office,

Keith R. Eismann
Vice President Sales
Value Added Communications Inc.

Hidalgo County
Negotiation Agreements and Clarification Questions
June 20, 2011

Negotiation Agreements and Clarifications:

Clarification Question 1: Has Value Added Communications Inc. (VAC) been purchased by Global Tel*Link (GTL) and if yes what will be the impact to Hidalgo County's (County) contract with VAC for Inmate Telephone Services?

Response: GTL has in fact negotiated a purchase of VAC. The purchase is currently under review for approval by multiple State and Federal Governmental Regulatory Authorities. In the event that all Government Authorities provide approval, the sale will become final and publically announced. VAC expects that this process will occur approximately sixty (60) days from this letters date.

In the event that the sale is approved and finalized, the County will be presented with the necessary paperwork announcing the sale and GTL's assumption of all VAC contracts. GTL will abide by any and all conditions of the Contract (to include the VAC RFP response) between the County and VAC. All installed equipment, negotiated commissions, charged rates and billing processes will remain as proposed, unless mutually negotiated during the life of the contract.

In the event that the sale is not approved, VAC will continue to provide all services as proposed and/or negotiated between VAC and the County.

Clarification Question 2: Has VAC reviewed the "Draft" contract as provided by the County in the original RFP and is VAC in agreement with the language as provided?

Response: VAC has reviewed the "Draft" contract as provided and agrees with all basic language as provided. VAC further understands that the County will provide an updated contract for review and signature upon completion of the negotiation phase of the process. VAC will review this updated contract and provide signature upon receipt.

Clarification Question 3: Will VAC provide a Monthly Billing Breakdown and how will Calling Card Billing/Purchase be processed.

Response: VAC will provide very comprehensive monthly billing reports that will provide the County with calling data to include total gross revenues by call type (Local, IntraLata, InterLata, Interstate and International) and calling option (LEC Billed Collect, Prepaid Collect and Calling Card). The billing reports will provide the calculated commission against the gross revenues and monthly trends. The data will also be available from any workstation or Web based access to authorized County personnel.

With regard to calling card billing, VAC will work with the Sheriff's office to mirror any processes currently in place for the purchase and re-sale of calling cards or establish customized processes as required. VAC can and will ship active cards directly to the Sheriff's office with receipt for payment. The VAC charged amount will be the proposed commission percentage of the card value. For example at the proposed commission percentage of 75%, a $10.00 card will cost the Sheriff's office $2.50 each. The Sheriff's office will keep $7.50 of the card sale amount.

Negotiation Item 1: VAC understands the County's request of VAC for a Best and Final commission proposal and in response offers to the County an adjusted proposed commission of seventy-five percent (75%). The County may replace VAC's prior proposed commission of seventy-two and one half percent (72.5%) with this Best and Final offer in all final contract documents. This Best and Final commission percentage will remain in effect for the life of the contract unless mutually negotiated between VAC and the County.

End.....

EXHIBIT "C"

INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/01/2011

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
Aon Risk Services South, Inc.
Atlanta GA Office
3565 Piedmont Rd NE,Blg1,#700
Atlanta GA 30305 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (847) 953-5390
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Great Northern Insurance Co.	20303
INSURER B:	Federal Insurance Company	20281
INSURER C:	Chubb Indemnity Insurance Co.	12777
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Value-Added Communications, Inc.
107 St. Francis Street
33rd Floor
Mobile AL 36602 USA

COVERAGES **CERTIFICATE NUMBER:** 570043669211 **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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			35833545	09/01/2011	09/01/2012	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
							Errors & Omissions	$1,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			7353-38-39	09/01/2011	09/01/2012	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION			79839962	09/01/2011	09/01/2012	EACH OCCURRENCE	$5,000,000
							AGGREGATE	$5,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		71725786	09/01/2011	09/01/2012	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Hidalgo County is included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability policy.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway, Bus 281
Edinburg TX 78539 USA

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

Aon Risk Services South Inc.

Holder Identifier :

Certificate No : 570043669211

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AI-28309 **15. D.**

CC REGULAR

Meeting Date: 09/06/2011

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Travelers Insurance - EJN3250-001

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/29/2011 02:39 PM
Auditor's Office	Arcilia Duran	09/01/2011 02:14 PM
Purchasing Department	Nielda Cavazos	09/01/2011 04:50 PM

Form Started By: Monica Badillo Started On: 08/29/2011 02:00 PM

Final Approval Date: 09/01/2011

AI-28312 **15. E.**

CC REGULAR

Meeting Date: 09/06/2011

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Irasema Gonzalez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/29/2011 02:41 PM
Auditor's Office	Arcilia Duran	09/01/2011 02:14 PM
Purchasing Department	Nielda Cavazos	09/01/2011 04:50 PM

Form Started By: Aida Alvarez Started On: 08/29/2011 02:28 PM

Final Approval Date: 09/01/2011

AI-28314 **15. F.**

CC REGULAR

Meeting Date: 09/06/2011

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Juventino Ramirez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/29/2011 02:42 PM
Auditor's Office	Arcilia Duran	09/01/2011 02:13 PM
Purchasing Department	Nielda Cavazos	09/01/2011 04:50 PM

Form Started By: Aida Alvarez Started On: 08/29/2011 02:32 PM

Final Approval Date: 09/01/2011

AI-28316 **15. G.**

CC REGULAR

Meeting Date: 09/06/2011

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Jose Villela

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/29/2011 02:43 PM
Auditor's Office	Arcilia Duran	09/01/2011 02:13 PM
Purchasing Department	Nielda Cavazos	09/01/2011 04:50 PM

Form Started By: Aida Alvarez Started On: 08/29/2011 02:41 PM

Final Approval Date: 09/01/2011

AI-28310 **16. D.**

CC REGULAR

Meeting Date: 09/06/2011

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Travelers Insurance - EJN3250-001

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/29/2011 02:40 PM
Auditor's Office	Arcilia Duran	09/01/2011 02:14 PM
Purchasing Department	Nielda Cavazos	09/01/2011 04:50 PM

Form Started By: Monica Badillo Started On: 08/29/2011 02:03 PM

Final Approval Date: 09/01/2011

AI-28313 **16. E.**

CC REGULAR

Meeting Date: 09/06/2011

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Irasema Gonzalez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/29/2011 02:42 PM
Auditor's Office	Arcilia Duran	09/01/2011 02:13 PM
Purchasing Department	Nielda Cavazos	09/01/2011 04:50 PM

Form Started By: Aida Alvarez Started On: 08/29/2011 02:31 PM

Final Approval Date: 09/01/2011

AI-28315 **16. F.**

CC REGULAR

Meeting Date: 09/06/2011

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Juventino Ramirez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/29/2011 02:42 PM
Auditor's Office	Arcilia Duran	09/01/2011 02:13 PM
Purchasing Department	Nielda Cavazos	09/01/2011 04:50 PM

Form Started By: Aida Alvarez Started On: 08/29/2011 02:34 PM

Final Approval Date: 09/01/2011

AI-28317 **16. G.**

CC REGULAR

Meeting Date: 09/06/2011

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Jose Villela

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/29/2011 02:47 PM
Auditor's Office	Arcilia Duran	09/01/2011 02:13 PM
Purchasing Department	Nielda Cavazos	09/01/2011 04:50 PM

Form Started By: Aida Alvarez Started On: 08/29/2011 02:42 PM

Final Approval Date: 09/01/2011