AI-29977 **6. B.**

CC REGULAR

Meeting Date: 12/12/2011

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Request by the Edinburg Chamber of Commerce to use the town square for the 44th Annual Fiesta Edinburg Celebrations to be held on Saturday, February 25, 2012

BACKGROUND

Attachments

request

ins

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/02/2011 02:12 PM
Erika Zamora	Erika Zamora	12/02/2011 02:39 PM
Auditor's Office	Arcilia Duran	12/02/2011 02:57 PM
Dina Trevino	Merlen P. Munoz	12/02/2011 03:45 PM
Erika Zamora	Erika Zamora	12/02/2011 04:13 PM
Purchasing Department	Marty Salazar	12/06/2011 05:39 PM

Form Started By: Monica Badillo Started On: 12/02/2011 01:47 PM

Final Approval Date: 12/06/2011

EDINBURG CHAMBER OF COMMERCE

P.O. Box 85 / 602 W. University
Edinburg, TX 78540
(956) 383-4974

RECEIVED
DEC 01 2011
COUNTY JUDGE

November 29, 2011

Honorable Judge Ramon Garcia
Hidalgo County Courthouse
100 E. Cano
Edinburg, TX 78539

Dear Judge Garcia:

On behalf of the Edinburg Chamber of Commerce, I would like to request permission to use the county square for the 44th Annual Fiesta Edinburg Celebrations on Saturday, February 25, 2011 at 10:00 a.m. The parade is scheduled to begin at the county square and South on Closner ending at Cats Stadium on East Palm Drive. We will begin setting up at 8:00 a.m.

Thank you in advance for your cooperation. If you have any questions, please call me at 383-4974.

Sincerely,

Letty Gonzalez
President

Edinburg Chamber of Commerce

602 W. University Dr./P.O. Box 85
Edinburg, TX 78540
Phone: 956-383-4974
Fax: 956-383-6942

Fax Transmittal Form

To

Name: Monica Bodillo

Organization Name/Dept:

Phone number:

Fax number:

From

Letty Gonzalez

Phone: 956-383-4974

Fax: 956-383-6942

Urgent ☐
For Review ☐
Please Comment ☐
Please Reply ☐

Date sent:

Time sent:

Number of pages including cover page: 2

This facsimile transmission (and/or the documents accompanying it) may contain confidentiality information belonging to the sender, which is protected by member/client privilege. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying distribution or the taking of any action on the contents of this information is strictly prohibited. If you have received this information in error, please immediately notify us so that we may arrange for the return of the document. Thank you.

Message:

Thank you Monica. I will be at meeting if everything goes O.K. :)

Certificate of Insurance

This certifies that

- ☐ **State Farm Fire and Casualty Company,** Bloomington, Illinois
- ☐ **State Farm General Insurance Company,** Bloomington, Illinois
- ☐ **State Farm Fire and Casualty Company,** Aurora, Ontario
- ☐ **State Farm Florida Insurance Company,** Winter Haven, Florida
- ☒ **State Farm Lloyds,** Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder **Edinburg Chamber Of Commerce**

Address of policyholder **P.O. Box 85, Edinburg TX 78540**

Location of operations **602 W University, Edinburg TX 78539**

Description of operations

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

Policy Number	Type of Insurance	Policy Period Effective Date	Policy Period Expiration Date	Limits of Liability (at beginning of policy period)	
90-KK-6536-8 L	Comprehensive Business Liability	11/17/11	11/17/12	BODILY INJURY AND PROPERTY DAMAGE	
This Insurance Includes:	☒ Products - Completed Operations ☒ Contractual Liability ☒ Personal Injury ☒ Advertising Injury ☒ **Medical** ☐			Each Occurrence	$ 1,000,000.00
				General Aggregate	$ 2,000,000.00
				Product - Completed Operations Aggregate	$ 2,000,000.00
Policy Number	**EXCESS LIABILITY**	**Policy Period Effective Date**	**Policy Period Expiration Date**	BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)	
	☐ Umbrella ☐ Other			Each Occurrence	$
				Aggregate	$
		Policy Period Effective Date	**Policy Period Expiration Date**	Part I - Workers Compensation - Statutory	
	Workers' Compensation and Employers Liability			Part II - Employers Liability	
				Each Accident	$
				Disease - Each Employee	$
				Disease - Policy Limit	$
Policy Number	**Type of Insurance**	**Policy Period Effective Date**	**Policy Period Expiration Date**	**Limits of Liability (at beginning of policy period)**	

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certification Holder

County of Hidalgo
100 E. Cano St.
Edinburg, Texas 78539

If any of the described policies are canceled before their expiration date, State Farm® will try to mail a written notice to the certificate holder **30** days before cancellation. If we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Sam Saldivar by Veronica Ortiz
Signature of Authorized Representative

Agent/LSA5 — Title
10/21/11 — Date

Sam Saldivar
Agent Name

Telephone Number **(956) 383-4312**

Agent's Code Stamp		
Agent Code	S. Saldivar	53-8259
AFO Code	RGV	F116

1001260

105599.10 08-28-2009

AI-29903 **6. C.**

CC REGULAR

Meeting Date: 12/12/2011

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Appointment of Hidalgo County Fire Marshal

BACKGROUND

Appt. made on 12/29/09 - 2 yr. appt.

SUBCHAPTER B. COUNTY FIRE MARSHAL
Sec. 352.011. CREATION OF OFFICE; TERM. (a) The commissioners court of a county may establish the office of county fire marshal and provide office facilities, equipment, transportation, assistants, and professional services for that office.
(b) The commissioners court shall establish the term of office for a county fire marshal for a period not to exceed two years.
Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 352.012. QUALIFICATIONS FOR OFFICE. (a) To qualify for office, the county fire marshal must take the oath prescribed by the constitution of this state and post a bond as required by the commissioners court conditioned that the marshal will faithfully and strictly perform the duties of the office.
(b) The county fire marshal may not be directly or indirectly interested in the sale of fire-fighting equipment and may not be engaged in any type of fire insurance business.
Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact. Bond payment was prepaid for 4 years.

Attachments

Bond Application

bond

1

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/30/2011 11:43 AM
Roland Garcia	Angela Garcia	12/07/2011 08:28 AM
Perla Lopez	Perla Lopez	12/07/2011 10:45 AM
Auditor's Office	Angela Garcia	12/07/2011 02:04 PM

Perla Lopez	Perla Lopez	12/08/2011 10:26 AM
Purchasing Department	Marty Salazar	12/08/2011 11:13 AM

Form Started By: Monica Badillo Started On: 11/30/2011 11:21 AM

Final Approval Date: 12/08/2011

APPLICATION FOR PUBLIC OFFICIAL BOND - Texas

STATE FARM FIRE AND CASUALTY COMPANY

Home Office, Bloomington, Illinois 61710

1. Applicant's Name Juan Gilberto Martinez (Name exactly as it is to appear on bond form as principal) Soc. Sec. Number 263-75-5505 Married? ☑ Yes ☐ No
2. Address 1615 S.Closner, Suite H, Edinburg, TX 78539 (Number and Street / City / State) 78539 (ZIP Code) Hidalgo (County) Telephone number 956/318-2656 ☐ H ☑ B
3. Amount of bond $ 5,000 Effective date
4. To whom payable Hidalgo County (Exact name and complete mailing address of city, village, township, county, board, or other political body)
5. Was the applicant: ☐ Elected OR ☑ Appointed To what position? Fire Marshal
6. Term of office is for 2 years. Begins 12-29-09 Ends 12-29-11
7. Applicant's occupation (other than this position) N/A How long?
8. Did the applicant hold this office during preceding term? ☐ Yes ☐ No
9. Premium payment: ☐ Annual ☐ Prepaid for 4 years Premium $ 70.00
   Send bills to: ☐ Principal ☐ Other Hidalgo County Amount paid $

IF BOND IS OVER $50,000 ALSO ANSWER THE FOLLOWING QUESTIONS AND SIGN

10. If deputies will be employed, give names and describe bonds that deputies will furnish to applicant:

Deputy's Name	Amount of Bond	Name of Surety	Expiration Date
	$		
	$		
	$		

11. Give names of banks that have been designated by the proper authority as depositories for public funds coming into the applicant's hands, and how deposits are secured:

Name and Location of Bank	Amount of Bond	How Secured
	$	
	$	

12. How often are audits required under the applicable statue/ordinance?
13. Who performs the audits?

IF BOND AMOUNT IS $250,000 OR MORE, ATTACH A COPY OF THE MOST RECENT AUDIT.

INDEMNITY AGREEMENT

In consideration of the execution by State Farm Fire and Casualty Company ("the Surety") of this bond and any increases, renewals or continuations, I agree to the following:

Pay the premium when due so long as the bond remains in force, whether by continuation, renewals or issuance of a new bond.

Indemnify and hold harmless the Surety from any and all liability, loss, cost or expense of any nature, including actual attorney fees, it may sustain as a result of having become surety for the applicant or which it may sustain in enforcing this agreement.

The Surety may obtain, and anyone is authorized to furnish to the surety, information concerning my character, habits, ability, past or present employment and credit history.

I represent the statements made in this application are true and I have read the agreement and agree to be bound to it.

Dated this _____ day of _____ (Year) _____

Applicant's Signature X _____

Spouse's Signature _____ (if AZ, LA, NM, NV, TX, or WA)

Witness _____

Agent's Code Stamp

Agent issued bond (if yes, submit copy of bond) ☐ Yes ☐ No

APPLICATION FOR PUBLIC OFFICIAL BOND - Texas

STATE FARM FIRE AND CASUALTY COMPANY

Home Office, Bloomington, Illinois 61710

1. Applicant's Name Juan Gilberto Martinez (Name exactly as it is to appear on bond form as principal) Soc. Sec. Number 263-75-5505 Married? ☑ Yes ☐ No
2. Address 1615 S.Closner, Suite H, Edinburg, TX 78539 (Number and Street / City / State)
   78539 (ZIP Code) Hidalgo (County) Telephone number 956/318-2656 ☐ H ☑ B
3. Amount of bond $ 5,000 Effective date
4. To whom payable Hidalgo County (Exact name and complete mailing address of city, village, township, county, board, or other political body)
5. Was the applicant: ☐ Elected OR ☑ Appointed To what position? Fire Marshal
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7. Applicant's occupation (other than this position) N/A How long?
8. Did the applicant hold this office during preceding term? ☐ Yes ☐ No
9. Premium payment: ☐ Annual ☐ Prepaid for 4 years Premium $ 70.00
   Send bills to: ☐ Principal ☐ Other Hidalgo County Amount paid $

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Deputy's Name	Amount of Bond	Name of Surety	Expiration Date
	$		
	$		
	$		

11. Give names of banks that have been designated by the proper authority as depositories for public funds coming into the applicant's hands, and how deposits are secured:

Name and Location of Bank	Amount of Bond	How Secured
	$	
	$	

12. How often are audits required under the applicable statue/ordinance?
13. Who performs the audits?

IF BOND AMOUNT IS $250,000 OR MORE, ATTACH A COPY OF THE MOST RECENT AUDIT.

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Indemnify and hold harmless the Surety from any and all liability, loss, cost or expense of any nature, including actual attorney fees, it may sustain as a result of having become surety for the applicant or which it may sustain in enforcing this agreement.

The Surety may obtain, and anyone is authorized to furnish to the surety, information concerning my character, habits, ability, past or present employment and credit history.

I represent the statements made in this application are true and I have read the agreement and agree to be bound to it.

Dated this _____ day of _____ (Year) _____

Applicant's Signature X _____

Spouse's Signature _____ (If AZ, LA, NM, NV, TX, or WA)

Witness _____

1001331

Agent's Code Stamp

Agent issued bond (if yes, submit copy of bond) ☐ Yes ☐ No

106660.5 12-08-2009

Bond No. _____

PUBLIC OFFICIAL BOND
STATE FARM FIRE AND CASUALTY COMPANY
BLOOMINGTON, ILLINOIS

KNOW ALL PERSONS BY THESE PRESENTS:

That we, **JUAN GILBERTO MARTINEZ**, of **EDINBURG, TX** as Principal, and the STATE FARM FIRE AND CASUALTY COMPANY, as surety, are jointly and severally held and bound unto the **HIDALGO COUNTY FIRE MARSHALS OFFICE**, in the State of **TX**, in the sum of **FIVE THOUSAND AND NO HUNDREDS** ($ **5000.00**) DOLLARS.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, whereas, the said Principal has been **appointed** to the office of **FIRE MARSHAL** within and for the **HIDALGO COUNTY FIRE MARSHALS OFFICE**

NOW THEREFORE, if the said Principal shall during the period beginning **JUNE 11, 2010** and until his successor is selected and qualified, faithfully and impartially discharge the duties of said office and render a true account of all monies, credits, accounts and property of any kind that shall come into his hands, as such officer, and pay over and deliver the same according to law, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that if the Surety shall so elect, this bond may be cancelled by giving thirty (30) days' notice in writing to the said Obligee and this bond shall be deemed cancelled at the expiration of said thirty (30) days; the Surety remaining liable, however, subject to all the terms, conditions and provisions of this bond for any act or acts covered by this bond which may have been committed by the Principal up to date of such cancellation.

Dated this **11TH** day of **JUNE**, **2010**.

Principal

STATE FARM FIRE AND CASUALTY COMPANY

By: _____

Attorney-in-fact

OATH OF OFFICE

STATE OF TEXAS }
County of HIDALGO } ss.

I, the undersigned, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of TEXAS, and that I will faithfully and impartially discharge the duties of my said office of FIRE MARSHAL

Subscribed and sworn to before me, this 11TH day of JUNE 2010

My Commission Expires JUNE 11, 2014

Principal

Principal

AI-29871 **6. D.**

CC REGULAR

Meeting Date: 12/12/2011

Submitted By: Nora Linda Cruz, TX. AGRILIFE EXT. SERVICES

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

Texas AgriLife Extension Service:
Requesting approval to appoint one 4H and Youth Development agent Christina L. Perez.

BACKGROUND

This appointed 4H Agent (Slot#A010) is funded through the state and supplemented through Hidalgo County. This position is an existing position/vacancy within the Texas Agrilife Extension Office.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-461-00-380-001-0-117

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

BUDGETARY IMPACT:

2012 Budget $107,881.00

Attachments

Back up

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/29/2011 11:16 AM
Erika Zamora	Erika Zamora	12/08/2011 03:07 PM
Purchasing Department	Monica Badillo	12/09/2011 08:55 AM

Form Started By: Nora Linda Cruz Started On: 11/29/2011 10:44 AM

Final Approval Date: 12/09/2011

TEXAS AGRILIFE RESEARCH
AND EXTENSION CENTER AT WESLACO

AgriLIFE EXTENSION
Texas A&M System

November 21, 2011

The Honorable Ramon Garcia
Hidalgo County Judge
1615 S. Closner
Edinburg, TX 78022
ramon.garcia@co.hidalgo.tx.us

Dear Judge Garcia:

On behalf of Texas AgriLife Extension Service, I would like to request your support of an agenda item for your scheduled Commissioners Court Meeting on Tuesday, December 13, 2011. The purpose of this item is to **discuss and act on a recommendation to the court for a candidate to fill the County Extension Agent -4-H & Youth Development position serving Hidalgo County effective February 1, 2012**.

This shall also serve to confirm the county's continuing support of $17,195.00 for the county portion of the agent salary.

I appreciate your support of Extension and the programs and services it supports for the residents of Hidalgo County. If you have any questions, please do not hesitate to contact me.

Sincerely,

Ruben J. Saldaña, Ed.D.
District Extension Administrator

RJS:lg

cc: Barbara Storz, County Extension Agent-HORT, Hidalgo County Coordinator

South District 12
2401 E. Highway 83
Weslaco, Texas 78596-8344

Tel. 956.968.5581
Fax. 956.969.5639
http://southtexas.tamu.edu

Educational programs of the Texas AgriLife Extension Service are open to all people without regard to race, color, sex, disability, religion, age, or national origin.
The Texas A&M University System, U.S. Department of Agriculture, and the County Commissioners Courts of Texas Cooperating

AI-30013 **7. A.**

CC REGULAR

Meeting Date: 12/12/2011

Submitted By: Erika Reyna, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion, consideration, and approval of Hidalgo County Comprehensive Economic Development Strategy (CEDS).

BACKGROUND

Strategy funded by the US Department of Commerce - Economic Development Administration.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

1

2

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/06/2011 02:05 PM
Roland Garcia	Angela Garcia	12/07/2011 08:29 AM
Olga Garza	Olga Garza	12/07/2011 10:05 AM
Purchasing Department	Monica Badillo	12/09/2011 08:55 AM

Form Started By: Erika Reyna Started On: 12/06/2011 01:42 PM

Final Approval Date: 12/09/2011



Physical Infrastructure

Goal: Improve regional physical infrastructure.

Objectives

- Support and sustain existing regional efforts.
- Increase collaborative efforts supporting regional infrastructure development and expansion.
- Participate and integrate the Rio Grande regional water planning group efforts.
- Integrate and support regional drainage master plan.
- Help economic development organizations generate awareness about industrial parks, transportation assets, and other components of Hidalgo County's competitive advantage.
- Protect Hidalgo County's natural environment and promote it as an economic asset.
- Establish alternative sources for water to meet the future needs of the county.

Strategic Projects

- Conduct a comprehensive review of existing infrastructure plans for consistency with the comprehensive economic development strategy.
- Monitor the Connected Texas initiative commissioned by the Texas Department of Agriculture to obtain broadband coverage maps of Hidalgo County and work with providers and residents to expand broadband access.
- Research and evaluate proven alternative water source options.



Healthcare

Goal: Establish Hidalgo County as the premier location for healthcare in South Texas.

Objectives

- Support advancement of specialized research and development initiatives that enhance the region's competitiveness in healthcare and address community health needs, such as heart disease, diabetes and obesity.
- Strengthen partnerships between nursing, allied health and workforce programs.
- Increase K-16 science, technology, engineering, and mathematics (STEM) curriculum options to prepare students of all ages for high-growth, high-wage job opportunities of the future.
- Encourage and build new healthcare systems.
- Recruit and retain a competent healthcare workforce from inside and outside the region.

Strategic Projects

- Create a clearinghouse of funding sources for research and development in healthcare.
- Replicate best practices in the provision of healthcare for underserved populations.
- Maintain a task force to oversee implementation of strategic projects and action steps.
- Facilitate ongoing dialogue among hospitals, healthcare providers, institutions of higher education, K-12 and workforce development systems to increase job growth in healthcare fields.
- Secure funding of a medical school, regional simulation lab, and medical research.

IGNITE Hidalgo County

Igniting Minds. Igniting Involvement. Igniting Economies.








Hidalgo County Comprehensive Economic Development Strategy (CEDS)

Goals, Objectives, and Strategic Projects

2011-2015

THE COUNTY OF HIDALGO TEXAS



Regionalism

Goal: Bolster existing and new regional collaboration efforts.

Objectives
- Increase awareness of ongoing collaborative initiatives.
- Provide regional network planning support and technical assistance to small cities.
- Establish a system for regional collaboration on major infrastructure projects.
- Increase membership in Rio South Texas Economic Council.

Strategic Projects
- Develop a web page designed to collect and share best regional innovation practices.
- Establish a technical assistance center supported by the region to provide training and technical assistance to small cities.
- Support a campaign to inform all cities about Rio South Texas Economic Council membership.



Mobility

Goal: Meet the comprehensive mobility needs of the region.

Objectives
- Support and integrate existing MPO/MPT plans.
- Support and promote regional transportation networks/systems.
- Develop strategy for freight and passenger rail systems.
- Construct key trade corridors that connect ports to U.S. 281.
- Support development of Interstate quality corridor using existing routes.
- Diversify funding streams for transportation projects.

Strategic Projects
- Develop strategy for freight and passenger rail systems.
- Secure funding for construction of trade corridors and other regional mobility projects as identified by stakeholders.
- Complete upgrades to U.S. 281 to Interstate standards.
- Identify best practices in other regions that could be replicated to deal with the current and expected future shortage in transportation funding.



Economic Competitiveness

Goal: Grow Hidalgo County's economy.

Objectives
- Support increased cross-border trade, commerce and cooperation.
- Increase access to capital for business retention, expansion and creation.
- Ensure that industry cluster and emerging sector data is available to economic development organizations, small businesses and financial institutions.
- Ensure that sufficient community and economic development training and technical assistance opportunities are available in the county.
- Increase access to broadband service, especially in rural areas.
- Increase research and development activities in the county, particularly in high wage industries such as healthcare, life sciences, advanced manufacturing, material sciences, and high tech.
- Increase cultural and entertainment venues and activities in the county.
- Support development of ecotourism and outdoor recreation opportunities.

Strategic Projects
- Establish a venue and process for networking and capacity building of existing and emerging cross border trade and commerce efforts.
- Create an angel investor network.
- Maintain regional industry cluster and emerging sector research.
- Pursue the establishment of a regional leadership training and technical assistance center, business incubator, and research park.
- Integrate current efforts with regional broadband expansion to rural, underserved communities.
- Identify and promote business lending options that are nontraditional and meet the needs of local new and emerging businesses.
- Increase SBA innovation and technology awards and Texas Emerging Technology Fund awards.
- Conduct market analysis/feasibility study on the expansion of entertainment venues in the county.
- Coordinate countywide ecotourism marketing effort.
- Establish a regional trail system for walking, hiking, and cycling.



Workforce Competitiveness

Goal: Create a globally competitive workforce.

Objectives
- Improve secondary and postsecondary education completion rates.
- Prioritize the completion of vocational and technical training programs for workers in Hidalgo County.
- Increase adult education and literacy rates.
- Support development of career pathways for K-16 students to generate awareness about career opportunities in Hidalgo County's targeted industries.
- Expand capacity for customized training and education to support business and industry needs.
- Advocate for the development of professional schools.

Strategic Projects
- Identify and replicate best practices retention and graduation (K-12) initiatives.
- Reconstitute and implement the Building Future Talent workforce development plan.
- Facilitate an annual regional career awareness symposium for students from middle school through college.
- Conduct research related to the demand for professional schools.

IGNITE Hidalgo County

Igniting Minds. Igniting Involvement. Igniting Economies.

THE COUNTY OF HIDALGO TEXAS

IGNITE Hidalgo County

Igniting Minds. Igniting Involvement. Igniting Economies.



A Comprehensive Economic Development Strategy for Hidalgo County 2011-2015

THE COUNTY OF HIDALGO
TEXAS

Asset Map Highlights

HUMAN CAPITAL



STRENGTHS: 296,764 civilian labor force; 27.4 years median age population; 21 school districts with 204,529 students in K-12; 1 top-ranked public university with 18,337 students; 1 community college with 26,334 students; 18 technical schools; 1 partnership for business and industry and training; 5 workforce center offices; 3 specialized high schools. **NEEDS:** improve graduation rates and educational attainment rates; advocate for development of professional schools.

RESEARCH AND DEVELOPMENT



STRENGTHS: 20 research centers at UTPA; 1 biosciences/medical research center conducting research in genetics, cancer, obesity and diabetes; 4 agricultural research centers; promising development of nanofiber manufacturing technology at UTPA; 1 rapid response manufacturing center; 1 manufacturing assistance center; 1 material research science and engineering center; advanced manufacturing research partnership through NAAMREI WIRED project. **NEEDS:** develop research parks and business incubators; increase corporate research and development activity; secure Tier I research university status.

FINANCIAL CAPITAL



STRENGTHS: 150 bank branches; $9.3 billion in bank deposits, deposits have doubled from 2000 to 2009; foreign investment and capital from investors in Mexico; 2 technical assistance centers for SBA loans; 1 microenterprise lender; innovation grants through McAllen Chamber of Commerce. **NEEDS:** improve access to seed capital through venture capital and angel investor networks; increase Small Business Innovation Research, Small Business Technology Transfer awards, and Emerging Technology Fund awards to local companies.

INDUSTRY AND ECONOMY



STRENGTHS: $13.8 billion economy, strong GDP growth, 8.2% annually from 2001 to 2008; large maquiladora industry in Reynosa, Mexico (142 manufacturing plants, 72,916 employees); abundant retail stores/malls/centers; growing health care, education, and government jobs; cross-border trade with Mexico; annual influx of Winter Texans; Mexican Nationals who live, shop, invest, and visit the area; developing ecotourism in bird watching. **NEEDS:** increase investment in high-wage industries such as health care, life sciences, advanced manufacturing, material sciences, and high tech; continue regional marketing efforts by Rio South Texas Economic Council.

CONNECTIVE ORGANIZATIONS



STRENGTHS: 8 economic development corporations; 11 chambers of commerce; 3 regional economic development organizations; McAllen Chamber Inventors and Entrepreneurship Network; probusiness city governments; welcoming/friendly culture. **NEEDS:** support regional marketing and collaborative efforts to attract industry and investment.

LEGAL AND REGULATORY

STRENGTHS: environment conducive to economic development; property taxes rates comparable to other areas; broadband and wireless coverage; competitive utility rates; aggressive economic development incentives. **NEEDS:** promote benefits of dual tax system to companies doing business in U.S. and Mexico.

PHYSICAL INFRASTRUCTURE



STRENGTHS: 5 international ports with Mexico, 1 additional bridge to be built; 3 airports; two major highways; 14 industrial parks; industrial parks in Reynosa, Mexico; affordable industrial land; 1 central bus terminal. **NEEDS:** increase public transportation options; identify future water sources, such as capturing rain and floodwaters for household use; invest in building Interstate highway, trade corridors, and passenger and freight rail.

QUALITY OF LIFE



STRENGTHS: low cost of living; low median housing costs; developing entertainment district in downtown McAllen; retail stores/shopping centers; golf courses; 2 museums; World Birding Center sites; access to South Padre Island; hunting and fishing; 4 minor sports teams; shorter average commute time; 1 multipurpose entertainment arena. **NEEDS:** increase cultural and entertainment venues; create regional trail network for walking, hiking, and cycling.

HEALTH CARE



STRENGTHS: 40,000 persons employed in biomedical/biotechnology industry cluster; improving quality of care and services offered locally; rapid job growth in industry; market growth of local population, Winter Texans, and Mexican Nationals driving health care demand; medical research at Edinburg Regional Academic Health Center; 9 acute/general care hospitals; 3,265 licensed beds and 2,201 staffed beds; 18 nursing homes; 248 home health agencies. **NEEDS:** invest in training programs for health care professionals, such as nurses; secure funding for medical school and regional simulation lab; increase funding for medical research at the Edinburg Regional Academic Health Center; attract pharmaceutical research and testing companies.

CEDS 5 Year Goals and Objectives

REGIONALISM: Bolster existing and new regional collaboration efforts.
Increase awareness of ongoing collaborative initiatives.
Provide regional network planning support and technical assistance to small cities.
Establish a system for regional collaboration on major infrastructure projects.
Increase membership in Rio South Texas Economic Council.
ECONOMIC COMPETITIVENESS: Grow Hidalgo County's economy.
Support increased cross-border trade, commerce and cooperation.
Increase access to capital for business retention, expansion and creation.
Ensure that industry cluster and emerging sector data is available to economic development organizations, small businesses and financial institutions.
Ensure that sufficient community and economic development training and technical assistance opportunities are available.
Increase access to broadband service, especially in rural areas.
Increase research and development activities in the county, particularly in high wage industries such as healthcare, life sciences, advanced manufacturing, material sciences, and high tech.
Increase cultural and entertainment venues and activities in the county.
Support development of ecotourism and outdoor recreation opportunities.
WORKFORCE COMPETITIVENESS: Create a globally competitive workforce.
Improve secondary and postsecondary education completion rates.
Prioritize the completion of vocational and technical training programs for workers in Hidalgo County.
Increase adult education and literacy rates.
Support development of career pathways for K-16 students to generate awareness about career opportunities in Hidalgo County's targeted industries.
Expand capacity for customized training and education to support business and industry needs.
Advocate for the development of professional schools.
PHYSICAL INFRASTRUCTURE: Improve regional physical infrastructure.
Support and sustain existing regional efforts.
Increase collaborative efforts supporting regional infrastructure development and expansion.
Participate and integrate the Rio Grande regional water planning group efforts.
Integrate and support regional drainage master plan.
Help economic development organizations generate awareness about industrial parks, transportation assets, and other components of Hidalgo County's competitive advantage.
Protect Hidalgo County's natural environment and promote it as an economic asset.
Establish alternative sources for water to meet the future needs of the county.
MOBILITY: Meet the comprehensive mobility needs of the region.
Support and integrate existing MPO/MPT plans.
Support and promote regional transportation networks/systems.
Develop strategy for freight and passenger rail systems.
Construct key trade corridors that connect ports to U.S. 281.
Support development of Interstate quality corridor using existing routes.
Diversify funding streams for transportation projects.
HEALTHCARE: Establish Hidalgo County as the premier location for healthcare in South Texas.
Support advancement of specialized research and development initiatives that enhance the region's competitiveness in healthcare and address community health needs, such as heart disease, diabetes and obesity.
Strengthen partnerships between nursing, allied health and workforce programs.
Increase K-16 science, technology, engineering, and mathematics (STEM) curriculum options to prepare students of all ages for high-growth, high-wage job opportunities of the future.
Encourage and build new healthcare systems.
Recruit and retain a competent healthcare workforce from inside and outside the region.



Hidalgo County Judge's Office
100 East Cano, 2nd Floor
Edinburg, TX 78539
(956) 318-2600
www.co.hidalgo.tx.us

AI-30014 **7. B.**

CC REGULAR

Meeting Date: 12/12/2011

Submitted By: Erika Reyna, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

1. Presentation from the City of La Villa, as required by Section 311.003(f) Texas Tax Code, relating to the creation of City of La Villa, Tax Increment Reinvestment Zone Number One.
2. Approval to allow the City of La Villa a waiver of the sixty (60) day notice requirement of the public hearing required for the creation of "Proposed City of La Villa, Tax Increment Reinvestment Zone Number One" under Section 311.003 of the Texas Tax Code and authorize County Judge to sign the waiver.
3. Approval to appoint a representative on behalf of Hidalgo County to meet with the governing body of the City of La Villa concerning "Proposed City of La Villa, Tax Increment Reinvestment Zone Number One".

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/06/2011 02:06 PM
Roland Garcia	Angela Garcia	12/07/2011 08:30 AM
Manuel Chapa	Manuel Chapa	12/08/2011 08:47 AM
Purchasing Department	Monica Badillo	12/09/2011 08:55 AM

Form Started By: Erika Reyna Started On: 12/06/2011 01:46 PM

Final Approval Date: 12/09/2011

AI-30062 **7. C.**

CC REGULAR

Meeting Date: 12/12/2011

Submitted By: Erika Reyna, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion, consideration, and possible action regarding the county's Cellular Telephone Policy and option to implement a cellular telephone allowance in lieu of a county provided cellular telephone.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/07/2011 04:02 PM
Olga Garza	Olga Garza	12/07/2011 04:50 PM
Purchasing Department	Monica Badillo	12/09/2011 08:55 AM

Form Started By: Erika Reyna Started On: 12/07/2011 03:15 PM

Final Approval Date: 12/09/2011

AI-29994 **8. A.**

CC REGULAR

Meeting Date: 12/12/2011

Submitted By: Virginia Rodriguez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Requesting approval of payment for invoice # 04200457 to Hobart in the amount of $167.00 for labor on dishwasher.

BACKGROUND

Hidalgo County Sheriff's Office requested service through Hobart on February 23, 2011 for a dishwasher that is under contract # C-10-290-12-07. Hobart technician checked the dishwasher and found that the problem was the Haatco Booster pump which is not covered by contract.

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-423-21-280-002-0-432

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

BUDGETARY IMPACT:

Available balance as of 12-8-11 $2,781.34

Attachments

Invoice # 04200457

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	12/06/2011 10:19 AM
Emilia Uriegas	Emilia Uriegas	12/07/2011 03:20 PM
Budget & Management	Merlen P. Munoz	12/07/2011 04:00 PM
Manuel Chapa	Manuel Chapa	12/08/2011 09:04 AM
Auditor's Office	Monica Badillo	12/09/2011 08:55 AM

Form Started By: Virginia Rodriguez Started On: 12/05/2011 03:33 PM

Final Approval Date: 12/09/2011

HOBART SERVICE

Invoice

1200 E Hackberry Ave Ste C
Mcallen, TX 78501
956-618-1817
1-888-4Hobart

Invoice # .....: 04200457
Originating Invoice # ....:
Customer PO # .....:
PO Date .....:
Invoice Date .....: 2/24/2011
Page .....: 1 of 1
Customer Account .....: 1009426
Store # .....:
Terms Of Payment .....: N30
Due Date .....: 3/26/2011

Bill To
HIDALGO COUNTY DETENTION
701 El Cibolo Rd
Edinburg , TX 78540

Ship To
1009426
Hidalgo County Detention
701 El Cibolo Rd
Edinburg, TX 78540

Service Order #: 7340925

Equipment: C36 ELECT HATCO BOOSTER 36KW, S/N# 8346780136

Labor

Service Date	Description	Hours	Unit Price	Total
2/23/2011	McAllen M-F 8-5 Labor Charge	1.00 $	85.00 $	85.00
2/23/2011	McAllen 24/7 Travel Labor Charge	0.50	0.00	0.00
			Labor Subtotal: $	85.00

Other

Description	Qty	Unit Price	Total
Travel Charge	1.00 $	82.00 $	82.00
		Other Subtotal: $	82.00

Technician Notes

checked unit found shorted elements and xfmr also body completly rusted not repairable will make estimate for replacement

P.O. #: 165192
Invoice Received By: V.Rodriguez on: 7-04-11
Good/Services Received By: D Garza on 2-24-11
1-1100-423-21-280-002-0-432

Invoice # .....:04200457
Terms Of Payment :N30
Due Date .....:3/26/2011

Please submit your payment to:
Hobart Service
ITW Food Equipment Group LLC
P O BOX 2517
Carol Stream, IL 60132-2517
Customer Account: 1009426

Subtotal ...:$	167.00
Taxes .....:	0.00
Invoice Total:$	167.00
Payments ...:	0.00
Total Due ..:$	167.00

MAY 9:37

AI-30044 **8. B.**

CC REGULAR

Meeting Date: 12/12/2011

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Department-ICE Overtime (1284):
1. Approval to accept overtime funding from the U.S. Department of Homeland Security, Immigration and Customs Enforcement (ICE) in the amount of $15,000.00.
2. Approval of certification of revenues, as certified by County Auditor, for ICE overtime funding.
3. Approval of appropriation of funds in the amount of $15,000.00.

BACKGROUND

Pursuant to MOU still in effect between ICE and Hidalgo County (Sheriff's Office) approved by CC on 12/9/08, overtime is being provided for expenses of officer providing resources in joint operational/task forces. Fringe benefits associated with overtime pay of officer is not reimbursed through grant and will be charged to the Sheriff's Office General Fund account.

Reporting period ends on 9/30/12 (FY 2012).

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 1-1284-421-00-280-055-2-131

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

BUDGETARY IMPACT:

Appropriation of funds for overime funding in relation to MOU between ICE and Hidalgo County (Sheriff's Office) in the amount of $15,000.00.

Fringe benefits associated with this grant are not reimbursable and will be paid from Sheriff's Office G/F account.

FY 2012 reporting period is from 10/1/11 to 9/30/12 (FY 2012).

Attachments

MOU-ICE OT
ICE Notification of OT
budget amendment
cert of rev

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	12/07/2011 03:41 PM
Budget & Management	Merlen P. Munoz	12/08/2011 08:09 AM

Manuel Chapa	Manuel Chapa	12/08/2011 04:37 PM
Purchasing Department	Monica Badillo	12/09/2011 08:55 AM

Form Started By: Maria Del Rosario Gonzalez Started On: 12/07/2011 09:39 AM

Final Approval Date: 12/09/2011

Rcvd
2/12/09
LS

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN IMMIGRATION AND CUSTOMS ENFORCEMENT AND LOCAL, COUNTY, OR STATE LAW ENFORCEMENT AGENCY FOR THE REIMBURSEMENT OF JOINT OPERATIONS EXPENSES FROM THE TREASURY FORFEITURE FUND

This Agreement is entered into by the Hidalgo County Sheriff's Office (NCIC CODE #TX1080000) and Immigration and Customs Enforcement (ICE), Special Agent in Charge (SAIC), San Antonio, Texas for the purpose of the reimbursement of costs incurred by the in providing resources to joint operations/task forces.

Payments may be made to the extent they are included in the ICE Fiscal Year Plan, and the money is available within the Treasury Forfeiture Fund to satisfy the request(s) for the reimbursement of overtime expenses and other law enforcement expenses related to joint operations.

I. LIFE OF THIS AGREEMENT

This Agreement becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing, by either party.

II. AUTHORITY

This Agreement is established pursuant to the provisions of 31 USC 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses incurred by local, county, and state law enforcement agencies as participants of joint operations/task forces with a federal agency participating in the Treasury Forfeiture Fund.

III. PURPOSE OF THIS AGREEMENT

This Agreement establishes the responsibilities of both parties and the procedures for the reimbursement of certain overtime expenses and other law enforcement expenses pursuant to 31 USC 9703.

IV. APPLICABILITY OF THIS AGREEMENT

This agreement is valid for all joint investigations led by ICE SAC, San Antonio, Texas, with the participation of the Hidalgo County Sheriff's Office, and until terminated, in writing, by either party.

V. TERMS, CONDITIONS, AND PROCEDURES

A. Assignment of Officer(s)

To the maximum extent possible, the Hidalgo County Sheriff's Office shall assign dedicated officers to any investigation or joint operation.

Included as part of this Agreement, the Hidalgo County Sheriff's Office shall provide ICE SAC San Antonio, Texas with the names, titles, four last digits of SSNs, badge or ID numbers, and hourly overtime wages of the officer(s) assigned to the joint operation. This information must be updated as necessary.

B. Submission of Requests for Reimbursement (Invoices) and Supporting Documentation

1. The Hidalgo County Sheriff's Office may request the reimbursement of overtime salary expenses directly related to work on a joint operation with ICE SAC San Antonio, Texas, performed by its officer(s) assigned to this joint operation. In addition, the Hidalgo County Sheriff's Office may request reimbursement of other investigative expenses, such as travel, fuel, training, equipment and other similar costs, incurred by officer(s) assigned as members of the designated joint operations with ICE SAC San Antonio, Texas.

   The Hidalgo County Sheriff's Office **may not** request the reimbursement of the same expenses from any other Federal law enforcement agencies that may also be participating in the investigation.

2. **Reimbursement payments will not be made by check**. To receive reimbursement payments, the Hidalgo County Sheriff's Office must ensure that Customs and Border Protection, National Finance Center (CBP/NFC) has a current ACH Form on file with the agency's bank account information, for the purposes of Electronic Funds Transfer. The ACH Form must be sent to the following address:

   CBP National Finance Center
   Attn: Forfeiture Fund
   6026 LAKESIDE BLVD.
   INDIANAPOLIS, IN 46278

If any changes occur in the law enforcement agency's bank account information, a new ACH Form must be filled out and sent to the CBP/NFC as soon as possible.

3. In order to receive the reimbursement of officers' overtime and other expenses related to joint operations, the Hidalgo County Sheriff's Office must submit to ICE SAC San Antonio, Texas the TEOAF Form "Local, County, and State Law Enforcement Agency Request for Reimbursement of Joint Operations Expenses (Invoice)", signed by an authorized representative of that agency and accompanied by supporting documents such as copies of time sheets and receipts.

4. The Hidalgo County Sheriff's Office remains fully responsible, as the employer of the officer(s) assigned to the investigation, for the payment of overtime salaries and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulation, ordinance, or contract, regardless of the reimbursable overtime charges incurred. Treasury Forfeiture Fund reimburses overtime salaries. Benefits are not reimbursable.

5. The **maximum** reimbursement entitlement for overtime worked on behalf of the joint investigation is set at **$15,000** per officer per year.

6. The Hidalgo Count Sheriff's Office will submit all requests for the reimbursement of joint operations' expenses to ICE Assistant Special Agent in Charge at the following address: 1701 W. Business 83, Suite 508, McAllen, Texas 78501, Attn. Stella Santos, telephone number 956-984-6908.

VI. PROGRAM AUDIT

This Agreement and its provisions are subject to audit by ICE, the Department of the Treasury Office of Inspector General, the General Accounting Office, and other government designated auditors. The Hidalgo County Sheriff's Office agrees to permit such audits and agrees to maintain all records relating to these transactions for a period not less than three years; and in the event of an on-going audit, until the audit is completed.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts of expenditures related to this agreement, as well as interviews of any and all personnel involved in these transactions.

VII. REVISIONS

The terms of this Agreement may be amended upon the written approval by both parties. The revision becomes effective on the date of approval.

VIII. NO PRIVATE RIGHT CREATED

This is an internal government agreement between ICE SAC San Antonio, Texas and the Hidalgo County Sheriff's Office and is not intended to confer any right or benefit to any private person or party.

Signatures:

Special Agent in Charge
Immigration and Customs Enforcement
San Antonio, Texas

Date: 1-17-09

Sheriff
Hidalgo County Sheriff's Office
Edinburg, Texas 78541

Date: 11/20/08

Maria Gonzalez

From: Santos, Stella [ssantos@ice.dhs.gov]
Sent: Wednesday, December 07, 2011 9:38 AM
To: rosieg@hidalgoso.org
Subject: FW: US DHS ICE HSI STATE/LOCAL OVERTIME REIMBURSEMENT FUNDS NOW AVAILABLE

Importance: High

Stella Santos
Mission Support Specialist
US DHS ICE OI
1701 W. Business Hwy 83, Suite 508
McAllen, Texas 78501
(956) 984-6908 desk
(956) 457-5911 cell
(956) 984-6917 fax
stella.santos@dhs.gov

Live simply. Love generously. Care deeply. Speak kindly. Leave the rest to God...

From: Santos, Stella
Sent: Wednesday, December 07, 2011 9:25 AM
To: romeo.rodriguez@hidalgoso.org; Cynthia E. Careaga (cynthia.careaga@auditor.co.hidalgo.tx.us); 'rosie.gonzalez@hidalgoso.org'
Cc: Torres, Cristina; Emilia Uriegas (emilia.uriegas@hidalgoso.org)
Subject: US DHS ICE HSI STATE/LOCAL OVERTIME REIMBURSEMENT FUNDS NOW AVAILABLE
Importance: High

Romeo,
We have received funding for State and Local overtime (SLOT) payments. Please submit your invoice packages to MSS Cristina Torres (956) 984-6954, or me to process for reimbursement. Remember that all hours claimed must coincide with the 24-Hour forms on file. If further information is required, do not hesitate to contact us directly. Thank you for your patience and cooperation.

Stella Santos
Mission Support Specialist
US DHS ICE OI
1701 W. Business Hwy 83, Suite 508
McAllen, Texas 78501
(956) 984-6908 desk
(956) 457-5911 cell
(956) 984-6917 fax
stella.santos@dhs.gov

Live simply. Love generously. Care deeply. Speak kindly. Leave the rest to God...

DATE: December 7, 2011

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: ICE-Overtime

ACCOUNT NUMBER: 1-1284-421-00-280-055-2-131

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

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
1-1284-421-00-280-055-2-131	Overtime Pay	15,000.00

TOTAL APPROPRIATIONS **15,000.00**

1-1284-331-12-280-055-2-000 **ICE Revenues** **15,000.00**

TOTAL REVENUES **15,000.00**

REASON: **To appropriate budget for the FY2012 overtime funding provided by the U.S Department of Homeland Security , Immigration and Customs Enforcement (ICE) in the amount of $15,000.00.**

Funding Period ends September 30, 2012

Note: Expenses relating to fringe benefits for the overtime hours are to be charged to the Sheriff's Office Budget (Account #1-1100-421-00-280-001-0-XXX).

DEPARTMENT HEAD SIGNATURE / / **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

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

December 8, 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 U.S Immigration and Customs Enforcement (ICE). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$15,000	Overtime for Romeo Rodriguez

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

12/8/11
Date

HIDALGO COUNTY BUDGET OFFICE DEC 9 AM 8:46

AI-30074 **8. C.**

CC REGULAR

Meeting Date: 12/12/2011

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval of Certification of Revenues by County Auditor for the FY2011 State Criminal Alien Assistance Program (SCAAP).
2. Approval of budget amendment to appropriate the grant award for $200,395.00.

BACKGROUND

Authorization to accept the FY2011 SCAAP grant from the U.S. Department of Justice, Bureau of Justice Assistance (BJA), was approved by Commissioners' Court on 11/08/11 (AI-29473).

Awarded funds are to be used for correctional purposes only. The budget includes overtime pay (no fringe benefits), repair and maintenance services, other equipment and the purchase of vehicles.

Grant No. 2011-AP-BX-0261

The amount of $200,395.00 grant award was direct deposited in Special Revenues Funds on 11/22/11.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1284-423-00-280-042-1-XXX

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

BUDGETARY IMPACT:

No local cash match is required.

Fringe benefits relating to the overtime hours are to be charged to the Jail Office Budget (Account No. 1-1100-423-21-280-002-0-XXX).

Attachments

Direct Deposit of Funds
SCAAP 2011 Notification
BA
cert of rev

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	12/08/2011 03:13 PM

Budget & Management	Angela Garcia	12/08/2011 03:50 PM
Manuel Chapa	Manuel Chapa	12/08/2011 04:34 PM
Purchasing Department	Monica Badillo	12/09/2011 08:55 AM

Form Started By: Maria Del Rosario Gonzalez Started On: 12/08/2011 11:15 AM

Final Approval Date: 12/09/2011

FIRST NATIONAL BANK

To change the number of transactions you see by default, select Options then Display.

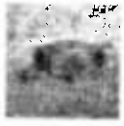
View Transactions for: SPECIAL REV FUNDS

Current Balance: 2,630,203.90
Available Balance: 2,634,525.51

Transactions from 11/22/2011 to 11/23/2011

View Range: Since Last Statement | 7 Days | 15 Days | 30 Days | All

Date:	Ref/Check No:	Description:	Debit:	Credit:
11/22/2011		MISC PAY DOJ TREAS 310 746000717150400 CCD RMR*IV*2011APBX0261**200395.00 \		200,395.00
Totals (this page):		***Transactions: 1***	***Debits: 0.00***	***Credits: 200,395.00***



I-1284-223-00-000-000-0-000

SCAAP 2011-AP-BX-0261

CYNTHIA CARBAGA 11/23/2011

State Criminal Alien Assistance Program 2011-H2312-TX-AP

OMB Number: 1121-0243
Expires: 02/29/2004

SCAAP Help

GMS Home

Log Off

Grant Number:	2011-AP-BX-0261
Jurisdiction:	County of Hidalgo
Vendor Number:	746000717
Award Amount:	$200,395

Fiscal Year 2011 Payment Acceptance and Electronic Transfer of Funds

The Bureau of Justice Assistance (BJA) has completed its review of your facility, inmate, and correctional officer data related to the State Criminal Alien Assistance Program (SCAAP). The Bureau of Immigration and Customs Enforcement has vetted the inmate records, and an award amount has been calculated.

In accepting this award, you understand that BJA reserves the right to take appropriate administrative action, including intensive monitoring, repayment action, or adjustment to future payments, to resolve data discrepancies, errors, or audit findings related to any information reported in your application.

Applicants are now required to accept awards online within 45 calendar days of award notice, in accordance with the Office of Justice Programs (OJP) Financial Guide, Part II, Chapter 2, Acceptance Procedures requiring acceptance/drawdown of awards with 45 days of notice of award, and Part IV, Chapter 2, section 16.606, State Criminal Alien Assistance Program (SCAAP) requiring an "expeditious draw-down of payments."

Jurisdictions accepting SCAAP awards are not required to submit financial or progress reports to OJP. For FY 2009 SCAAP awards, the Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, Title XI) requires that all SCAAP funds be used for correctional purposes only. Please see the use of funds list and certification below. With your acceptance (by clicking on the Accept button below) of SCAAP's terms, conditions, and award amount, OJP will initiate an electronic payment in that amount to your bank account of record, as verified through the on-line SCAAP registration process and in accordance with applicable E-Government rules and requirements.

All issues related to the electronic transfer of funds or the bank account of record must be referred to the OCFO Customer Service Center at 800-458-0786. Please allow 15 business days for the electronic payment process to be complete before contacting OCFO. Please have the grant number, amount, and vendor information (noted above) available when you call.

FY 2011 SCAAP Use of Funds List

--- *Construction* ---
Construction for inmate housing, inmate programs, prison industries in ADA compliance
--- *Training/Education for offender* ---
Specific trade employment skills
GED testing
Job Preparedness
--- *Training for corrections officers to help manage offender population* ---
Bi-lingual language skills
Less than lethal technology training
Diversity training

☐ As the CEO or authorized designee of this jurisdiction, I understand the guidelines and requirements as associated with the previous statements and agree to abide by them in all matters involving the FY 2011 State Criminal Alien Assistance Program.

Accept Decline

DATE: **December 8, 2011**

DEPARTMENT HEAD: **Sheriff Guadalupe "Lupe" Trevino**

DEPARTMENT NAME: **SCAAP (2011)**

ACCOUNT NUMBER: **1-1284-423-00-280-042-1-XXX**

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

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
1-1284-423-00-280-042-1-748	Other Equipment	11,710.40
1-1284-423-00-280-042-1-432	Repair & maint. services-equipment and vehicles	316.00
1-1284-423-00-280-042-1-741	Vehicles	78,565.00
1-1284-423-00-280-042-1-131	Overtime Pay	109,803.60
	TOTAL APPROPRIATIONS	200,395.00
1-1284-331-11-280-042-1-000	U. S. Department of Justice--Bureau of Justice Assistance	200,395.00
	TOTAL REVENUES	200,395.00

REASON: **To appropriate the budget for the FY2011 SCAAP Grant awarded by the U.S. Department of Justice, Bureau of Justice Assistance (BJA). Grant No. 2011-AP-BX-0261**

Note: Expenses relating to fringe benefits for the overtime hours are to be charged to the Jail Office Budget (Account No. 1-1100-423-21-280-002-0-XXX).

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

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

December 9, 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 U.S Department of Justice, Bureau of Justice Assistance (BJA). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$200,395.00	2011-AP-BX-0261

RECEIVED
2011 DEC 9 AM 9 55
HIDALGO COUNTY AUDITOR

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

12/9/11
Date

THE COUNTY OF HIDALGO

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-29999 **9. B.**

CC REGULAR

Meeting Date: 12/12/2011

Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Consideration and approval of Contract for Outstationed Assigned Specialists in the Health Care Facilities at:
1. Knapp Medical Center
2. Mission Hospital, Inc.
3. Rio Grande Regional Hospital
4. McAllen Hospitals LP
5. Doctors Hospital at Renaissance

BACKGROUND

Annual Contract between Hidalgo County and local UPL hospitals. County has assigned employees located at listed hospitals. No additional funding needed.

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

The Contractor desires to provide accommodations for County's out stationed employee eligibility specialist at the Contractor's facility(s) for the purpose of providing eligibility determination services.

Effective date is January 1, 2012

Attachments

knapp
Mission
rgr
mcallen
dhr

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/06/2011 01:06 PM
Manuel Chapa	Manuel Chapa	12/07/2011 10:00 AM
Auditor's Office	Monica Badillo	12/09/2011 08:55 AM

Form Started By: Dairen Sarmiento Started On: 12/06/2011 10:19 AM

Final Approval Date: 12/09/2011

CONTRACT FOR PARTICIPATION

Out stationed Eligibility Specialists In Health Care Facilities

I. Parties

COUNTY: Hidalgo County Texas
Health and Human Services
1304 South 25th Avenue
Edinburg, Texas 78542

CONTRACTOR: Knapp Medical Center
P.O. Box 1110
Weslaco, Texas 78599

II. Recitals

WHEREAS, the County administers various Assistance Programs under the provisions of state and/or federal law and in collaboration with the hospitals and Hidalgo County Clinical Services, inc, and desires to provide processing of assistance applications at locations other than government offices.

WHEREAS, the Contractor desires to provide accommodations for out stationed County employed eligibility specialist at the Contractor's facility(s) for the purpose of providing eligibility determination services.

NOW, THEREFORE, in consideration of the terms and conditions herein set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Contractor agree to the following terms and conditions set forth herein:

III. Participation

This Contract is entered into by and between **Knapp Medical Center** ("Contractor") and the COUNTY OF HIDALGO, TEXAS ("County")

The County will hire, train and assign to the Contractor's facility(s) eligibility specialist (hereafter referred to as assigned specialist.(s) as described in Attachment B – Schedule of Positions, which is attached and incorporated herein for all purposes.

Contractor shall provide for each assigned worker an appropriate work area including, but not limited to, items described in attachment A. Contractor shall assure that suitable private space is available on an as-needed basis to specialist(s) conducting confidential client interviews.

All eligibility forms will be provided by the County at no cost to the Contractor. All equipment and furniture that is purchased by either party for purposes described herein shall remain the property of the purchaser after the termination of this contract.

IV. Supervision

All specialist(s) assigned to the Contractor under this agreement remain employees of the County. The employer-employee relationship exists solely between the County and the assigned specialist(s) and all benefits, rights and employer-employee responsibilities rest with the County. Assigned specialist(s) shall not possess any authority, expressed or implied, to act for or on behalf of the Contractor nor shall they, at any time, be considered as agents or representatives for the Contractor.

Each assigned specialist shall be under the technical supervision of a County supervisor for purposes of training, staff development, technical assistance relating to job performance, and other county responsibilities described in Attachment A.

Contractor's supervision of the assigned specialist(s) shall be limited to the responsibilities and activities described in Attachment A.

Specialist(s) assigned under this contract are subject not only to County Regulations but also to applicable rules, regulations and policies of the Contractor, provided Contractor's requirements do not conflict with County Policy and the guaranteed protection of the civil rights of assigned specialist.

Requirements pertaining to regular working hours and holidays are described in Attachment A.

The County will retain all policy responsibility and will furnish all materials and information specific to eligibility determinations at no charge to the Contractor.

The County agrees not to assign to the Contractor any specialist(s) who were formerly employed by the Contractor and whose services were unsatisfactory.

V. Record-Keeping and Reporting

(a) Contractor shall provide free access to all of its records pertaining to the services performed under this contract to representatives designated by the County, and to appropriate state authorities with regulatory responsibility for any public assistance program for which eligibility determinations are made under the agreement

(b) Contractor agrees to retain financial and supporting documents, statistical records, and any other records pertinent to the services to indigent patients.

1. Records and documents shall be kept for a minimum of three (3) years and ninety (90) days after the termination of the contract period, or for three (3) years after the end of the county fiscal year in which services were provided if this contract has no specific termination date.
2. If any litigation, claim or audit involving these records begins before the three (3) year period expires, the Contractor will keep the records and documents for not less than three (3) years and ninety (90) days and until all litigation, claims or audit findings are resolved. The case is considered resolved when there is a final order issued in litigation, or a written agreement is entered into between the County and the Contractor.
3. The Contractor will keep records of non-expendable property acquired under the

contract for three (3) years after final disposition of the property.

4. Contract period means the beginning date through the ending date specified in the original contract; extensions are considered to separate contract periods.

VI. Assurances and Compliance

(a) Contractor agrees to notify the County in writing within ten (10) days of any changes in Contractor's status, including but not limited to change in ownership, change in Medicare/Medicaid provider status change in name, or any other changes affecting the activities described herein.

(b) Contractor understands that applications for public assistance in Texas must be voluntary. Contractor shall not require individuals to apply and the process by which individuals are screened for classification must not insist that they apply for public assistance.

(c) Contractor agrees to comply, and will require applicable subcontractors to comply, with all requirements of:

1. Any public assistance program in connection with which services are performed under this contract;
2. County confidentiality regulations, if any;
3. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Section 504 of the Rehabilitation Act of 1973 (P.L. 93112), The Americans with Disabilities Act of 1990 (P.L. 101-336), Title 40, Chapter 73, of the Texas Administrative code, and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. These provide in part that no persons in the United States shall, on grounds of race, color, national origin, age, sex disability, political beliefs or religion be denied or excluded from participation in any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to any discrimination.
4. Immigration Report Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired after November 6, 1986 who will perform any labor or services under this contract.

VII. Miscellaneous Provisions

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

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

Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each

party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by the agreement in writing executed by County and Contractor, and not otherwise.

Texas Law to Apply. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder shall be performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to County: Hidalgo County Health & Human Services
Attention: Human Services Director
1304 S. 25th Avenue
Edinburg, Texas 78542

If to Contractor: Knapp Medical Center
Attn: Kathryn Fehler, Chief Financial Officer
P.O. Box 1110
Weslaco, Texas 78596
(956) 969-5117

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.

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

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.

Assignment. This Agreement shall not be assignable by Contractor. County may assign this Agreement without the consent of Contractor.

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

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

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

VIII. Indemnification

Contractor agrees to hold the County harmless and to indemnify it from and against any and all claims, demands and causes of action of every kind and character arising out of, or in connection with, the performance of services by the Contractor or any of its subcontractors under this contract.

IX. Termination

(a) In the event federal or state laws or other requirements are amended or judicially interpreted so that either party is unable to fulfill the terms of this contract, or if the parties are unable to agree upon any amendment needed to enable the continuation of services described herein, then the parties will be discharged from any further obligations created under the terms of this contracts. The parties, however, will equitably settle respective accrued interest or obligations incurred up to the date of termination.

(b) This contract may be canceled at any time by mutual agreement, or, if not by such agreement, either party may cancel this contract any time without cause by giving thirty (30) days written notice in advance to the other party.

X. Term of Contract

The term of the contract shall be twelve (12) months commencing on the effective date. The contract shall be renewed and extended for additional one year period on any anniversary thereof unless terminated as stated in IX.

XI. Effective Date

The effective date of this contract January 1, 2012.

XIII. Signatory

Having agreed to the terms herein, the undersigned parties hereby represent and warrant that they are authorized to enter into and execute this contract either as an official or a representative of the County or the Contractor.

Hidalgo County, Texas

_____
Signature *Date*
Hon. Ramon Garcia
Name

County Judge
Title

Approved by Commissioners' Court on _____
Date

APPROVED AS TO FORM:

_____
By Steven L. Crain
Atlas & Hall L.L.P.

Contractor

_____
Signature *Date*
_____
Name

_____
Title

ATTEST:

_____
Arturo Guajardo Jr. - County Clerk

ATTACHMENT A

Participation Plan
Out stationed Eligibility Specialist

The County and the Contractor have mutually agreed to allow one or more County-employed eligibility specialist (collectively "Assigned Specialist") to be out stationed at health care facility(s) at the following locations:

1. **County Responsibilities. Assigned Specialist shall:**

   (a) Work with patients referred by Contractor staff to determine eligibility for public assistance or charity care provided by Hidalgo County Clinical Services, Inc.;

   (b) Certify to Contractor those Welfare recipients eligible for such assistance;

   (c) Refer ineligible applicants to Contractor's business office;

   (d) Make pertinent records available (to the extent permitted by applicable laws, regulations, County policies and/or procedures) at all reasonable times to the Contractor or its agents for verification.

   (e) Coordinate referrals to other county services and to Community Social Services.

2. **Work Schedule:**

   Daily: Monday – Friday 8:00 AM to 5:00 PM (With the exception of one day of the week that the Assigned Specialist is assigned to assist at a County Clinic, on an as needed basis.)
   Holiday: Assigned Specialist to follow approved County holiday schedule.

3. **Contractor Responsibilities:**

   (a) Provide for each Assigned Specialist adequate work space and equipment as supplied to Contractor's own staff;

   (b) Screen clients prior to referral to Assigned Specialist;

   (c) Refer to County Program Director any violations or inappropriate behavior of Assigned Specialist for appropriate action by County Supervisor. Director can be reached at (956) 318-2011.

   (d) Ensure that referrals to Assigned Specialist will be confined to County related work.

4. **County Liaison:** Dairen Sarmiento – Human Services Director
   Contractor Liaison: _____

ATTACHMENT B

Schedule of Positions
Out stationed Eligibility Specialist

(CONTRACTOR)

Job Title	Full Time	Facility Location
Assigned Specialist	x	**Knapp Medical Center** 1401 East 8th Street Weslaco, TX 78596 956-969-4700 (office) 956-969-8268 (fax)

The Assigned Specialists schedule will not require workers to log more than the standard number of regular time hours for such workers under applicable provisions of the Fair Labor Standards Act and Regulations and under county payroll policies, without the prior written authorization of the County. Generally an Assigned Specialist shall not be scheduled to work more than forty hours in any seven day work period, as work periods are defined under Hidalgo County payroll policies.

CONTRACT

Out stationed Assigned Specialists In Health Care Facilities

I. Parties

COUNTY: Hidalgo County Texas
Health and Human Avenue
1304 South 25th Avenue
Edinburg, Texas 78542

CONTRACTOR: **Mission Hospital, Inc.**
900 South Bryan Road
Mission, Texas 78572

II. Recitals

WHEREAS, the County administers various Assistance Programs(collectively the Program) under the provisions of state and/or federal law, and in collaboration with the hospitals and Hidalgo County Clinical Services, Inc., and desires to provide processing of assistance applications at locations other than government offices; and

WHEREAS, the Contractor desires to provide accommodations for County's out stationed employee eligibility specialist at the Contractor's facility(s) for the purpose of providing eligibility determination services.

NOW, THEREFORE, in consideration of the terms and conditions herein set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Contractor agree to the following terms and conditions set forth herein:

III. Participation

This Contract is entered into by and between **Mission Hospital, Inc.** ("Contractor") and the COUNTY OF HIDALGO, TEXAS ("County").

The County will hire, train and assign to the Contractor's facility(s) one or more eligibility specialist (hereafter collectively referred to as Assigned Specialist) as described in Attachment B – Schedule of Positions, which is attached and incorporated herein for all purposes.

Contractor shall provide for each Assigned Specialist an appropriate work area including, but not limited to, items described in attachment A. Contractor shall assure that suitable private space is available on an as-needed basis to Assigned Specialist conducting confidential client interviews.

All eligibility forms will be provided by the County at no cost to the Contractor. All equipment and furniture that is purchased by either party for purposes described herein shall remain the property of the purchaser after the termination of this contract.

IV. Supervision

Assigned Specialist (whether one or more) assigned to the Contractor under this agreement remains an employee of the County. The employer-employee relationship exists solely between the County and the Assigned Specialist and all benefits, rights and employer-employee responsibilities rest with the County. Assigned Specialist shall not possess any authority, expressed or implied, to act for or on behalf of the Contractor nor shall they, at any time, be considered an agent or representative for the Contractor.

Each Assigned Specialist shall be under the supervision of a County supervisor for purposes of training, staff development, technical assistance relating to job performance, and other county responsibilities described in Attachment A.

Contractor's supervision of the Assigned Specialist shall be limited to the responsibilities and activities described in Attachment A.

Assigned Specialist assigned under this contract is subject not only to County regulations but also to applicable rules, regulations and policies of the Contractor, provided Contractor's requirements do not conflict with laws, regulations or policies of County.

Requirements pertaining to regular working hours and holidays are described in Attachment A.

The County will retain all Program eligibility responsibility and will furnish all materials and information specific to eligibility determinations at no charge to the Contractor.

The County agrees not to assign to Contractor any Assigned Specialist who was a former employee of Contractor and to which Contractor objects in writing to County.

V. Record-Keeping and Reporting

(a) Contractor shall provide free access to all of its records pertaining to the services performed under this Contract to representatives designated by the County, and to appropriate state authorities with regulatory responsibility for any public assistance program for which eligibility determinations are made under the agreement.

(b) Contractor agrees to retain financial and supporting documents, statistical records, and any other records pertinent to the services to indigent patients.

1. Records and documents shall be kept for a minimum of three (3) years and ninety (90) days after the termination of the contract period, or for three (3) years after the end of the county fiscal year in which services were provided if this contract has no specific termination date.
2. If any litigation, claim or audit involving these records begins before the three (3) year period expires, the Contractor will keep the records and documents for not less than three (3) years and ninety (90) days until all litigation, claims or audit findings are resolved. The case is considered resolved when there is a final order issued in litigation, or a written agreement is entered into between the County and the

Contractor.

3. The Contractor will keep records of non-expendable property acquired under the contract for three (3) years after final disposition of the property.
4. Contract period means the beginning date through the ending date specified in the original contract Extensions to any contract are considered to be separate contract periods.

VI. Assurances and Compliance

(a) Contractor agrees to notify the County in writing within ten (10) days of any changes in Contractor's status, including but not limited to change in ownership, change in Medicare/Medicaid provider status change in name, or any other changes affecting the activities described herein.

(b) Contractor understands that applications for public assistance in Texas must be voluntary. Contractor shall not require individuals to apply and the process by which individuals are screened for classification must not insist that they apply for public assistance.

(c) Contractor agrees to comply, and will require applicable subcontractors to comply, with all requirements of:

1. Any public assistance program in connection with which services are performed under this contract;
2. County confidentiality regulations, if any;
3. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Section 504 of the Rehabilitation Act of 1973 (P.L. 93112), The Americans with Disabilities Act of 1990 (P.L. 101-336), Title 40, Chapter 73, of the Texas Administrative Code, and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. These provide in part that no persons in the United States shall, on grounds of race, color, national origin, age, sex disability, political beliefs or religion be denied or excluded from participation in any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to any discrimination.
4. Immigration Report Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired after November 6, 1986 who will perform any labor or services under this contract.

VII. Miscellaneous Provisions

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

No Waiver. No waiver by County or Contractor of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision

hereof.

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

Texas Law to Apply. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder shall be performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to County: Hidalgo County Health & Human Services
Attention: Human Services Director
1304 S. 25th Avenue
Edinburg, Texas 78542

If to Contractor: **Mission Hospital, Inc.**
Tim McVey, Chief Financial Officer
900 South Bryan Road
Mission, Texas 78572
956-323-9106

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.

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

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.

Assignment. This Agreement shall not be assignable by Contractor. County may assign this Agreement without the consent of Contractor.

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

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

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

VIII. Indemnification

Contractor agrees to hold the County harmless and to indemnify it from and against any and all claims, demands and causes of action of every kind and character arising out of, or in connection with, the performance of services by the Contractor or any of its subcontractors under this contract.

IX. Termination

(a) In the event federal or state laws or other requirements are amended or judicially interpreted so that either party is unable to fulfill the terms of this contract, or if the parties are unable to agree upon any amendment needed to enable the continuation of services described herein, then the parties will be discharged from any further obligations created under the terms of this contract. The parties, however, will equitably settle respective accrued interest or obligations incurred up to the date of termination.

(b) This contract may be canceled at any time by mutual agreement, or, if not by such agreement, either party may cancel this contract any time without cause by giving thirty (30) days written notice in advance to the other party.

X. Term of Contract

The term of the contract shall be twelve (12) months commencing on the effective date. The contract shall be renewed and extended for additional one year period on any anniversary thereof unless terminated as stated in IX herein.

XI. Effective Date

The effective date of this contract is January 1, 2012.

XII. Signatory

Having agreed to the terms herein, the undersigned parties hereby represent and warrant that they are authorized to enter into and execute this contract either as an official or a representative of the County or the Contractor.

Hidalgo County, Texas

_____
Signature *Date*

Honorable. Ramon Garcia
Name

County Judge
Title

Contractor

_____
Signature *Date*

_____
Name

_____
Title

Approved by Commissioners' Court on

_____
Date

APPROVED AS TO FORM:

_____
By: Stephen L. Crain
Atlas & Hall LLP

ATTEST:

_____
Arturo Guajardo Jr. - County Clerk

ATTACHMENT A

Participation Plan
Out stationed Eligibility Specialist

The County and the Contractor have mutually agreed to allow one or more County-employed eligibility specialist (collectively "Assigned Specialist") to be out stationed at health care facility(s) at the following locations:

1. **County Responsibilities. Assigned Specialist shall:**

   (a) Work with patients referred by Contractor staff to determine eligibility for public assistance or charity care provided by Hidalgo County Clinical Services, Inc.;

   (b) Certify to Contractor those Welfare recipients eligible for such assistance;

   (c) Refer ineligible applicants to Contractor's business office;

   (d) Make pertinent records available (to the extent permitted by applicable laws, regulations, County policies and/or procedures) at all reasonable times to the Contractor or its agents for verification.

   (e) Coordinate referrals to other county services and to Community Social Services.

2. **Work Schedule:**

   Daily: Monday – Friday 8:00 AM to 5:00 PM (With the exception of one day of the week that the Assigned Specialist is assigned to assist at a County Clinic, on an as needed basis.)
   Holiday: Assigned Specialist to follow approved County holiday schedule.

3. **Contractor Responsibilities:**

   (a) Provide for each Assigned Specialist adequate work space and equipment as supplied to Contractor's own staff;

   (b) Screen clients prior to referral to Assigned Specialist;

   (c) Refer to County Program Director any violations or inappropriate behavior of Assigned Specialist for appropriate action by County Supervisor. Director can be reached at (956) 318-2011.

   (d) Ensure that referrals to Assigned Specialist will be confined to County related work.

4. **County Liaison:** Dairen Sarmiento – Human Services Director
   Contractor Liaison: _____

ATTACHMENT B

Schedule of Positions
Out stationed Eligibility Specialist

(CONTRACTOR)

Job Title	Full Time	Facility Location
Assigned Specialist	**x**	**Mission Hospital, Inc** 906 South Bryan Rd Ste # 103 Mission, TX 78572 956-581-8596 (office) 956-581-9290 (fax)

The Assigned Specialists schedule will not require workers to log more than the standard number of regular time hours for such workers under applicable provisions of the Fair Labor Standards Act and Regulations and under county payroll policies, without the prior written authorization of the County. Generally an Assigned Specialist shall not be scheduled to work more than forty hours in any seven day work period, as work periods are defined under Hidalgo County payroll policies.

CONTRACT

Out stationed Assigned Specialists In Health Care Facilities

I. Parties

COUNTY: Hidalgo County Texas
Health and Human Avenue
1304 South 25th Avenue
Edinburg, Texas 78542

CONTRACTOR: **Rio Grande Regional Hospital**
101 East Ridge Road
McAllen, Texas 78501

II. Recitals

WHEREAS, the County administers various Assistance Programs(collectively the Program) under the provisions of state and/or federal law, and in collaboration with the hospitals and Hidalgo County Clinical Services, Inc., and desires to provide processing of assistance applications at locations other than government offices; and

WHEREAS, the Contractor desires to provide accommodations for County's out stationed employee eligibility specialist at the Contractor's facility(s) for the purpose of providing eligibility determination services.

NOW, THEREFORE, in consideration of the terms and conditions herein set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Contractor agree to the following terms and conditions set forth herein:

III. Participation

This Contract is entered into by and between **Rio Grande Regional Hospital** ("Contractor") and the COUNTY OF HIDALGO, TEXAS ("County").

The County will hire, train and assign to the Contractor's facility(s) one or more eligibility specialist (hereafter collectively referred to as Assigned Specialist) as described in Attachment B – Schedule of Positions, which is attached and incorporated herein for all purposes.

Contractor shall provide for each Assigned Specialist an appropriate work area including, but not limited to, items described in attachment A. Contractor shall assure that suitable private space is available on an as-needed basis to Assigned Specialist conducting confidential client interviews.

All eligibility forms will be provided by the County at no cost to the Contractor. All equipment and furniture that is purchased by either party for purposes described herein shall remain the property of the purchaser after the termination of this contract.

IV. Supervision

Assigned Specialist (whether one or more) assigned to the Contractor under this agreement remains an employee of the County. The employer-employee relationship exists solely between the County and the Assigned Specialist and all benefits, rights and employer-employee responsibilities rest with the County. Assigned Specialist shall not possess any authority, expressed or implied, to act for or on behalf of the Contractor nor shall they, at any time, be considered an agent or representative for the Contractor.

Each Assigned Specialist shall be under the supervision of a County supervisor for purposes of training, staff development, technical assistance relating to job performance, and other county responsibilities described in Attachment A.

Contractor's supervision of the Assigned Specialist shall be limited to the responsibilities and activities described in Attachment A.

Assigned Specialist assigned under this contract is subject not only to County regulations but also to applicable rules, regulations and policies of the Contractor, provided Contractor's requirements do not conflict with laws, regulations or policies of County.

Requirements pertaining to regular working hours and holidays are described in Attachment A.

The County will retain all Program eligibility responsibility and will furnish all materials and information specific to eligibility determinations at no charge to the Contractor.

The County agrees not to assign to Contractor any Assigned Specialist who was a former employee of Contractor and to which Contractor objects in writing to County.

V. Record-Keeping and Reporting

(a) Contractor shall provide free access to all of its records pertaining to the services performed under this Contract to representatives designated by the County, and to appropriate state authorities with regulatory responsibility for any public assistance program for which eligibility determinations are made under the agreement.

(b) Contractor agrees to retain financial and supporting documents, statistical records, and any other records pertinent to the services to indigent patients.

1. Records and documents shall be kept for a minimum of three (3) years and ninety (90) days after the termination of the contract period, or for three (3) years after the end of the county fiscal year in which services were provided if this contract has no specific termination date.
2. If any litigation, claim or audit involving these records begins before the three (3) year period expires, the Contractor will keep the records and documents for not less than three (3) years and ninety (90) days until all litigation, claims or audit findings are resolved. The case is considered resolved when there is a final order issued in litigation, or a written agreement is entered into between the County and the

Contractor.

3. The Contractor will keep records of non-expendable property acquired under the contract for three (3) years after final disposition of the property.
4. Contract period means the beginning date through the ending date specified in the original contract Extensions to any contract are considered to be separate contract periods.

VI. Assurances and Compliance

(a) Contractor agrees to notify the County in writing within ten (10) days of any changes in Contractor's status, including but not limited to change in ownership, change in Medicare/Medicaid provider status change in name, or any other changes affecting the activities described herein.

(b) Contractor understands that applications for public assistance in Texas must be voluntary. Contractor shall not require individuals to apply and the process by which individuals are screened for classification must not insist that they apply for public assistance.

(c) Contractor agrees to comply, and will require applicable subcontractors to comply, with all requirements of:

1. Any public assistance program in connection with which services are performed under this contract;
2. County confidentiality regulations, if any;
3. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Section 504 of the Rehabilitation Act of 1973 (P.L. 93112), The Americans with Disabilities Act of 1990 (P.L. 101-336), Title 40, Chapter 73, of the Texas Administrative Code, and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. These provide in part that no persons in the United States shall, on grounds of race, color, national origin, age, sex disability, political beliefs or religion be denied or excluded from participation in any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to any discrimination.
4. Immigration Report Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired after November 6, 1986 who will perform any labor or services under this contract.

VII. Miscellaneous Provisions

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

No Waiver. No waiver by County or Contractor of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision

hereof.

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

Texas Law to Apply. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder shall be performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to County: Hidalgo County Health & Human Services
Attention: Human Services Director
1304 S. 25th Avenue
Edinburg, Texas 78542

If to Contractor: **Rio Grande Regional Hospital**
Charles Mallon, Chief Financial Officer
101 East Ridge Road
McAllen, Texas 78501
956-632-6101

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.

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

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.

Assignment. This Agreement shall not be assignable by Contractor. County may assign this Agreement without the consent of Contractor.

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

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

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

VIII. Indemnification

Contractor agrees to hold the County harmless and to indemnify it from and against any and all claims, demands and causes of action of every kind and character arising out of, or in connection with, the performance of services by the Contractor or any of its subcontractors under this contract.

IX. Termination

(a) In the event federal or state laws or other requirements are amended or judicially interpreted so that either party is unable to fulfill the terms of this contract, or if the parties are unable to agree upon any amendment needed to enable the continuation of services described herein, then the parties will be discharged from any further obligations created under the terms of this contract. The parties, however, will equitably settle respective accrued interest or obligations incurred up to the date of termination.

(b) This contract may be canceled at any time by mutual agreement, or, if not by such agreement, either party may cancel this contract any time without cause by giving thirty (30) days written notice in advance to the other party.

X. Term of Contract

The term of the contract shall be twelve (12) months commencing on the effective date. The contract shall be renewed and extended for additional one year period on any anniversary thereof unless terminated as stated in IX herein.

XI. Effective Date

The effective date of this contract is January 1, 2012.

XII. Signatory

Having agreed to the terms herein, the undersigned parties hereby represent and warrant that they are authorized to enter into and execute this contract either as an official or a representative of the County or the Contractor.

Hidalgo County, Texas

_____
Signature *Date*

Honorable. Ramon Garcia
Name

County Judge
Title

Approved by Commissioners' Court on

Contractor

_____
Signature *Date*

_____
Name

_____
Title

_____
Date

APPROVED AS TO FORM:

_____
By: Stephen L. Crain
Atlas & Hall LLP

ATTEST:

_____
Arturo Guajardo Jr. - County Clerk

ATTACHMENT A

Participation Plan
Out stationed Eligibility Specialist

The County and the Contractor have mutually agreed to allow one or more County-employed eligibility specialist (collectively "Assigned Specialist") to be out stationed at health care facility(s) at the following locations:

1. **County Responsibilities. Assigned Specialist shall:**

   (a) Work with patients referred by Contractor staff to determine eligibility for public assistance or charity care provided by Hidalgo County Clinical Services, Inc.;

   (b) Certify to Contractor those Welfare recipients eligible for such assistance;

   (c) Refer ineligible applicants to Contractor's business office;

   (d) Make pertinent records available (to the extent permitted by applicable laws, regulations, County policies and/or procedures) at all reasonable times to the Contractor or its agents for verification.

   (e) Coordinate referrals to other county services and to Community Social Services.

2. **Work Schedule:**

   Daily: Monday – Friday 8:00 AM to 5:00 PM (With the exception of one day of the week that the Assigned Specialist is assigned to assist at a County Clinic, on an as needed basis.)
   Holiday: Assigned Specialist to follow approved County holiday schedule.

3. **Contractor Responsibilities:**

   (a) Provide for each Assigned Specialist adequate work space and equipment as supplied to Contractor's own staff;

   (b) Screen clients prior to referral to Assigned Specialist;

   (c) Refer to County Program Director any violations or inappropriate behavior of Assigned Specialist for appropriate action by County Supervisor. Director can be reached at (956) 318-2011.

   (d) Ensure that referrals to Assigned Specialist will be confined to County related work.

4. **County Liaison:** Dairen Sarmiento – Human Services Director
   Contractor Liaison: _____

ATTACHMENT B

Schedule of Positions
Out stationed Eligibility Specialist

(CONTRACTOR)

Job Title	Full Time	Facility Location
Assigned Specialist	**x**	**Rio Grande Regional Hospital** 222 East Ridge, Ste # 118 McAllen, TX 78503 956-632-6586 (office) 956-632-6555 (fax)

The Assigned Specialists schedule will not require workers to log more than the standard number of regular time hours for such workers under applicable provisions of the Fair Labor Standards Act and Regulations and under county payroll policies, without the prior written authorization of the County. Generally an Assigned Specialist shall not be scheduled to work more than forty hours in any seven day work period, as work periods are defined under Hidalgo County payroll policies.

CONTRACT

Out stationed Assigned Specialists In Health Care Facilities

I. Parties

COUNTY: Hidalgo County Texas
Health and Human Avenue
1304 South 25th Avenue
Edinburg, Texas 78542

CONTRACTOR: **McAllen Hospitals, LP**
1400 West Trenton Road
Edinburg, Texas 78539

II. Recitals

WHEREAS, the County administers various Assistance Programs(collectively the Program) under the provisions of state and/or federal law, and in collaboration with the hospitals and Hidalgo County Clinical Services, Inc., and desires to provide processing of assistance applications at locations other than government offices; and

WHEREAS, the Contractor desires to provide accommodations for County's out stationed employee eligibility specialist at the Contractor's facility(s) for the purpose of providing eligibility determination services.

NOW, THEREFORE, in consideration of the terms and conditions herein set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Contractor agree to the following terms and conditions set forth herein:

III. Participation

This Contract is entered into by and between **McAllen Hospitals, LP** ("Contractor") and the COUNTY OF HIDALGO, TEXAS ("County").

The County will hire, train and assign to the Contractor's facility(s) one or more eligibility specialist (hereafter collectively referred to as Assigned Specialist) as described in Attachment B – Schedule of Positions, which is attached and incorporated herein for all purposes.

Contractor shall provide for each Assigned Specialist an appropriate work area including, but not limited to, items described in attachment A. Contractor shall assure that suitable private space is available on an as-needed basis to Assigned Specialist conducting confidential client interviews.

All eligibility forms will be provided by the County at no cost to the Contractor. All equipment and furniture that is purchased by either party for purposes described herein shall remain the property of the purchaser after the termination of this contract.

IV. Supervision

Assigned Specialist (whether one or more) assigned to the Contractor under this agreement remains an employee of the County. The employer-employee relationship exists solely between the County and the Assigned Specialist and all benefits, rights and employer-employee responsibilities rest with the County. Assigned Specialist shall not possess any authority, expressed or implied, to act for or on behalf of the Contractor nor shall they, at any time, be considered an agent or representative for the Contractor.

Each Assigned Specialist shall be under the supervision of a County supervisor for purposes of training, staff development, technical assistance relating to job performance, and other county responsibilities described in Attachment A.

Contractor's supervision of the Assigned Specialist shall be limited to the responsibilities and activities described in Attachment A.

Assigned Specialist assigned under this contract is subject not only to County regulations but also to applicable rules, regulations and policies of the Contractor, provided Contractor's requirements do not conflict with laws, regulations or policies of County.

Requirements pertaining to regular working hours and holidays are described in Attachment A.

The County will retain all Program eligibility responsibility and will furnish all materials and information specific to eligibility determinations at no charge to the Contractor.

The County agrees not to assign to Contractor any Assigned Specialist who was a former employee of Contractor and to which Contractor objects in writing to County.

V. Record-Keeping and Reporting

(a) Contractor shall provide free access to all of its records pertaining to the services performed under this Contract to representatives designated by the County, and to appropriate state authorities with regulatory responsibility for any public assistance program for which eligibility determinations are made under the agreement.

(b) Contractor agrees to retain financial and supporting documents, statistical records, and any other records pertinent to the services to indigent patients.

1. Records and documents shall be kept for a minimum of three (3) years and ninety (90) days after the termination of the contract period, or for three (3) years after the end of the county fiscal year in which services were provided if this contract has no specific termination date.
2. If any litigation, claim or audit involving these records begins before the three (3) year period expires, the Contractor will keep the records and documents for not less than three (3) years and ninety (90) days until all litigation, claims or audit findings are resolved. The case is considered resolved when there is a final order issued in litigation, or a written agreement is entered into between the County and the

Contractor.

3. The Contractor will keep records of non-expendable property acquired under the contract for three (3) years after final disposition of the property.
4. Contract period means the beginning date through the ending date specified in the original contract Extensions to any contract are considered to be separate contract periods.

VI. Assurances and Compliance

(a) Contractor agrees to notify the County in writing within ten (10) days of any changes in Contractor's status, including but not limited to change in ownership, change in Medicare/Medicaid provider status change in name, or any other changes affecting the activities described herein.

(b) Contractor understands that applications for public assistance in Texas must be voluntary. Contractor shall not require individuals to apply and the process by which individuals are screened for classification must not insist that they apply for public assistance.

(c) Contractor agrees to comply, and will require applicable subcontractors to comply, with all requirements of:

1. Any public assistance program in connection with which services are performed under this contract;
2. County confidentiality regulations, if any;
3. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Section 504 of the Rehabilitation Act of 1973 (P.L. 93112), The Americans with Disabilities Act of 1990 (P.L. 101-336), Title 40, Chapter 73, of the Texas Administrative Code, and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. These provide in part that no persons in the United States shall, on grounds of race, color, national origin, age, sex disability, political beliefs or religion be denied or excluded from participation in any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to any discrimination.
4. Immigration Report Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired after November 6, 1986 who will perform any labor or services under this contract.

VII. Miscellaneous Provisions

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

No Waiver. No waiver by County or Contractor of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision

hereof.

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

Texas Law to Apply. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder shall be performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to County: Hidalgo County Health & Human Services
Attention: Human Services Director
1304 S. 25th Avenue
Edinburg, Texas 78542

If to Contractor: **McAllen Hospitals, LP**
Lorenzo Olivarez Jr., Chief Financial Officer

1400 West Trenton Road
Edinburg,Texas 78539
956-388-2126

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.

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

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.

Assignment. This Agreement shall not be assignable by Contractor. County may assign this Agreement without the consent of Contractor.

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

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

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

VIII. Indemnification

Contractor agrees to hold the County harmless and to indemnify it from and against any and all claims, demands and causes of action of every kind and character arising out of, or in connection with, the performance of services by the Contractor or any of its subcontractors under this contract.

IX. Termination

(a) In the event federal or state laws or other requirements are amended or judicially interpreted so that either party is unable to fulfill the terms of this contract, or if the parties are unable to agree upon any amendment needed to enable the continuation of services described herein, then the parties will be discharged from any further obligations created under the terms of this contract. The parties, however, will equitably settle respective accrued interest or obligations incurred up to the date of termination.

(b) This contract may be canceled at any time by mutual agreement, or, if not by such agreement, either party may cancel this contract any time without cause by giving thirty (30) days written notice in advance to the other party.

X. Term of Contract

The term of the contract shall be twelve (12) months commencing on the effective date. The contract shall be renewed and extended for additional one year period on any anniversary thereof unless terminated as stated in IX herein.

XI. Effective Date

The effective date of this contract is January 1, 2012.

XII. Signatory

Having agreed to the terms herein, the undersigned parties hereby represent and warrant that they are authorized to enter into and execute this contract either as an official or a representative of the County or the Contractor.

Hidalgo County, Texas

_____
Signature *Date*

Honorable. Ramon Garcia
Name

County Judge
Title

Approved by Commissioners' Court on

APPROVED AS TO FORM:

_____
By: Stephen L. Crain
Atlas & Hall LLP

Contractor

_____
Signature *Date*

_____
Name

_____
Title

_____
Date

ATTEST:

_____
Arturo Guajardo Jr. - County Clerk

ATTACHMENT A

Participation Plan
Out stationed Eligibility Specialist

The County and the Contractor have mutually agreed to allow one or more County-employed eligibility specialist (collectively "Assigned Specialist") to be out stationed at health care facility(s) at the following locations:

1. **County Responsibilities. Assigned Specialist shall:**

   (a) Work with patients referred by Contractor staff to determine eligibility for public assistance or charity care provided by Hidalgo County Clinical Services, Inc.;

   (b) Certify to Contractor those Welfare recipients eligible for such assistance;

   (c) Refer ineligible applicants to Contractor's business office;

   (d) Make pertinent records available (to the extent permitted by applicable laws, regulations, County policies and/or procedures) at all reasonable times to the Contractor or its agents for verification.

   (e) Coordinate referrals to other county services and to Community Social Services.

2. **Work Schedule:**

   Daily: Monday – Friday 8:00 AM to 5:00 PM (With the exception of one day of the week that the Assigned Specialist is assigned to assist at a County Clinic, on an as needed basis.)
   Holiday: Assigned Specialist to follow approved County holiday schedule.

3. **Contractor Responsibilities:**

   (a) Provide for each Assigned Specialist adequate work space and equipment as supplied to Contractor's own staff;

   (b) Screen clients prior to referral to Assigned Specialist;

   (c) Refer to County Program Director any violations or inappropriate behavior of Assigned Specialist for appropriate action by County Supervisor. Director can be reached at (956) 318-2011.

   (d) Ensure that referrals to Assigned Specialist will be confined to County related work.

4. **County Liaison:** Dairen Sarmiento – Human Services Director
   Contractor Liaison: _____

ATTACHMENT B

Schedule of Positions
Out stationed Eligibility Specialist

(CONTRACTOR)

Job Title	Full Time	Facility Location
Assigned Specialist	**x**	**McAllen Hospitals, LP** 301 West Expressway 83 McAllen, Texas 78503 956-971-5645 (office) 956-971-5839 (fax)

The Assigned Specialists schedule will not require workers to log more than the standard number of regular time hours for such workers under applicable provisions of the Fair Labor Standards Act and Regulations and under county payroll policies, without the prior written authorization of the County. Generally an Assigned Specialist shall not be scheduled to work more than forty hours in any seven day work period, as work periods are defined under Hidalgo County payroll policies.

ATTACHMENT B

Schedule of Positions
Out stationed Eligibility Specialist

(CONTRACTOR)

Job Title	Full Time	Facility Location
Assigned Specialist	**x**	**McAllen Hospitals, LP** 1102 West Trenton Road Edinburg, TX 78541 956-388-6704 (office) 956-388-6025 (fax)

The Assigned Specialists schedule will not require workers to log more than the standard number of regular time hours for such workers under applicable provisions of the Fair Labor Standards Act and Regulations and under county payroll policies, without the prior written authorization of the County. Generally an Assigned Specialist shall not be scheduled to work more than forty hours in any seven day work period, as work periods are defined under Hidalgo County payroll policies.

CONTRACT

Out stationed Assigned Specialists In Health Care Facilities

I. Parties

COUNTY: Hidalgo County Texas
Health and Human Avenue
1304 South 25th Avenue
Edinburg, Texas 78542

CONTRACTOR: **Doctor's Hospital at Renaissance**
P O Box 3293
McAllen, Texas 78502

II. Recitals

WHEREAS, the County administers various Assistance Programs(collectively the Program) under the provisions of state and/or federal law, and in collaboration with the hospitals and Hidalgo County Clinical Services, Inc., and desires to provide processing of assistance applications at locations other than government offices; and

WHEREAS, the Contractor desires to provide accommodations for County's out stationed employee eligibility specialist at the Contractor's facility(s) for the purpose of providing eligibility determination services.

NOW, THEREFORE, in consideration of the terms and conditions herein set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Contractor agree to the following terms and conditions set forth herein:

III. Participation

This Contract is entered into by and between **Doctor's Hospital at Renaissance** ("Contractor") and the COUNTY OF HIDALGO, TEXAS ("County").

The County will hire, train and assign to the Contractor's facility(s) one or more eligibility specialist (hereafter collectively referred to as Assigned Specialist) as described in Attachment B – Schedule of Positions, which is attached and incorporated herein for all purposes.

Contractor shall provide for each Assigned Specialist an appropriate work area including, but not limited to, items described in attachment A. Contractor shall assure that suitable private space is available on an as-needed basis to Assigned Specialist conducting confidential client interviews.

All eligibility forms will be provided by the County at no cost to the Contractor. All equipment and furniture that is purchased by either party for purposes described herein shall remain the property of the purchaser after the termination of this contract.

IV. Supervision

Assigned Specialist (whether one or more) assigned to the Contractor under this agreement remains an employee of the County. The employer-employee relationship exists solely between the County and the Assigned Specialist and all benefits, rights and employer-employee responsibilities rest with the County. Assigned Specialist shall not possess any authority, expressed or implied, to act for or on behalf of the Contractor nor shall they, at any time, be considered an agent or representative for the Contractor.

Each Assigned Specialist shall be under the supervision of a County supervisor for purposes of training, staff development, technical assistance relating to job performance, and other county responsibilities described in Attachment A.

Contractor's supervision of the Assigned Specialist shall be limited to the responsibilities and activities described in Attachment A.

Assigned Specialist assigned under this contract is subject not only to County regulations but also to applicable rules, regulations and policies of the Contractor, provided Contractor's requirements do not conflict with laws, regulations or policies of County.

Requirements pertaining to regular working hours and holidays are described in Attachment A.

The County will retain all Program eligibility responsibility and will furnish all materials and information specific to eligibility determinations at no charge to the Contractor.

The County agrees not to assign to Contractor any Assigned Specialist who was a former employee of Contractor and to which Contractor objects in writing to County.

V. Record-Keeping and Reporting

(a) Contractor shall provide free access to all of its records pertaining to the services performed under this Contract to representatives designated by the County, and to appropriate state authorities with regulatory responsibility for any public assistance program for which eligibility determinations are made under the agreement.

(b) Contractor agrees to retain financial and supporting documents, statistical records, and any other records pertinent to the services to indigent patients.

1. Records and documents shall be kept for a minimum of three (3) years and ninety (90) days after the termination of the contract period, or for three (3) years after the end of the county fiscal year in which services were provided if this contract has no specific termination date.
2. If any litigation, claim or audit involving these records begins before the three (3) year period expires, the Contractor will keep the records and documents for not less than three (3) years and ninety (90) days until all litigation, claims or audit findings are resolved. The case is considered resolved when there is a final order issued in litigation, or a written agreement is entered into between the County and the

Contractor.

3. The Contractor will keep records of non-expendable property acquired under the contract for three (3) years after final disposition of the property.
4. Contract period means the beginning date through the ending date specified in the original contract Extensions to any contract are considered to be separate contract periods.

VI. Assurances and Compliance

(a) Contractor agrees to notify the County in writing within ten (10) days of any changes in Contractor's status, including but not limited to change in ownership, change in Medicare/Medicaid provider status change in name, or any other changes affecting the activities described herein.

(b) Contractor understands that applications for public assistance in Texas must be voluntary. Contractor shall not require individuals to apply and the process by which individuals are screened for classification must not insist that they apply for public assistance.

(c) Contractor agrees to comply, and will require applicable subcontractors to comply, with all requirements of:

1. Any public assistance program in connection with which services are performed under this contract;
2. County confidentiality regulations, if any;
3. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Section 504 of the Rehabilitation Act of 1973 (P.L. 93112), The Americans with Disabilities Act of 1990 (P.L. 101-336), Title 40, Chapter 73, of the Texas Administrative Code, and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. These provide in part that no persons in the United States shall, on grounds of race, color, national origin, age, sex disability, political beliefs or religion be denied or excluded from participation in any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to any discrimination.
4. Immigration Report Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired after November 6, 1986 who will perform any labor or services under this contract.

VII. Miscellaneous Provisions

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

No Waiver. No waiver by County or Contractor of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision

hereof.

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

Texas Law to Apply. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder shall be performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to County: Hidalgo County Health & Human Services
Attention: Human Services Director
1304 S. 25th Avenue
Edinburg, Texas 78542

If to Contractor: **Doctor's Hospital at Renaissance**
Susan Turley, CPA, Chief Financial Officer
P O Box 3293
McAllen, Texas 78502
956-362-7360

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.

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

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.

Assignment. This Agreement shall not be assignable by Contractor. County may assign this Agreement without the consent of Contractor.

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

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

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

VIII. Indemnification

Contractor agrees to hold the County harmless and to indemnify it from and against any and all claims, demands and causes of action of every kind and character arising out of, or in connection with, the performance of services by the Contractor or any of its subcontractors under this contract.

IX. Termination

(a) In the event federal or state laws or other requirements are amended or judicially interpreted so that either party is unable to fulfill the terms of this contract, or if the parties are unable to agree upon any amendment needed to enable the continuation of services described herein, then the parties will be discharged from any further obligations created under the terms of this contract. The parties, however, will equitably settle respective accrued interest or obligations incurred up to the date of termination.

(b) This contract may be canceled at any time by mutual agreement, or, if not by such agreement, either party may cancel this contract any time without cause by giving thirty (30) days written notice in advance to the other party.

X. Term of Contract

The term of the contract shall be twelve (12) months commencing on the effective date. The contract shall be renewed and extended for additional one year period on any anniversary thereof unless terminated as stated in IX herein.

XI. Effective Date

The effective date of this contract is January 1, 2012.

XII. Signatory

Having agreed to the terms herein, the undersigned parties hereby represent and warrant that they are authorized to enter into and execute this contract either as an official or a representative of the County or the Contractor.

Hidalgo County, Texas

_____
Signature *Date*

Honorable. Ramon Garcia
Name

County Judge
Title

Contractor

_____
Signature *Date*

_____
Name

_____
Title

Approved by Commissioners' Court on

_____
Date

APPROVED AS TO FORM:

_____
By: Stephen L. Crain
Atlas & Hall LLP

ATTEST:

_____
Arturo Guajardo Jr. - County Clerk

ATTACHMENT A

Participation Plan
Out stationed Eligibility Specialist

The County and the Contractor have mutually agreed to allow one or more County-employed eligibility specialist (collectively "Assigned Specialist") to be out stationed at health care facility(s) at the following locations:

1. **County Responsibilities. Assigned Specialist shall:**

   (a) Work with patients referred by Contractor staff to determine eligibility for public assistance or charity care provided by Hidalgo County Clinical Services, Inc.;

   (b) Certify to Contractor those Welfare recipients eligible for such assistance;

   (c) Refer ineligible applicants to Contractor's business office;

   (d) Make pertinent records available (to the extent permitted by applicable laws, regulations, County policies and/or procedures) at all reasonable times to the Contractor or its agents for verification.

   (e) Coordinate referrals to other county services and to Community Social Services.

2. **Work Schedule:**

   Daily: Monday – Friday 8:00 AM to 5:00 PM (With the exception of one day of the week that the Assigned Specialist is assigned to assist at a County Clinic, on an as needed basis.)
   Holiday: Assigned Specialist to follow approved County holiday schedule.

3. **Contractor Responsibilities:**

   (a) Provide for each Assigned Specialist adequate work space and equipment as supplied to Contractor's own staff;

   (b) Screen clients prior to referral to Assigned Specialist;

   (c) Refer to County Program Director any violations or inappropriate behavior of Assigned Specialist for appropriate action by County Supervisor. Director can be reached at (956) 318-2011.

   (d) Ensure that referrals to Assigned Specialist will be confined to County related work.

4. **County Liaison:** Dairen Sarmiento – Human Services Director
   Contractor Liaison: _____

ATTACHMENT B

Schedule of Positions
Out stationed Eligibility Specialist

(CONTRACTOR)

Job Title	Full Time	Facility Location
Assigned Specialist	**x**	**Doctor's Hospital at Renaissance** 5501 South Closner - Wellness Center Edinburg, TX 78539 956-661-2441 (office) 956-661-2478 (fax)

The Assigned Specialists schedule will not require workers to log more than the standard number of regular time hours for such workers under applicable provisions of the Fair Labor Standards Act and Regulations and under county payroll policies, without the prior written authorization of the County. Generally an Assigned Specialist shall not be scheduled to work more than forty hours in any seven day work period, as work periods are defined under Hidalgo County payroll policies.

AI-29995 **9. C.**

CC REGULAR

Meeting Date: 12/12/2011

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting authorization to reimburse employee for fuel expense incurred.

Employee	Invoice #	Date	Amount	Purpose
#106194	590354	12/02/11	53.10	UPL Meeting

BACKGROUND

Application for Official Travel - Out Of County was approved by Office of Executive Officer on 12/1/11.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-441-00-340-001-626

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

BUDGETARY IMPACT:

12/05/11 - Available balance in account # 1-1100-441-00-340-001-0-626 = $189.47

Attachments

Documentation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/06/2011 07:59 AM
Manuel Chapa	Manuel Chapa	12/07/2011 01:17 PM
Purchasing Department	Monica Badillo	12/09/2011 08:55 AM

Form Started By: Mike Escaname Started On: 12/05/2011 04:21 PM

Final Approval Date: 12/09/2011

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 12/01/11
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

DEPARTMENT NAME: Health & Human Services
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Eduardo Olivarez

EVENT INFORMATION

TITLE OF EVENT: UPL Partnering
EVENT DATE(S) FROM: 12/02/11 TO: 12/02/11
DEPARTURE DATE: 12/02/11 RETURN DATE: 12/02/11
LOCATION OF EVENT: CITY: Laredo STATE: Texas

PURPOSE OF TRAVEL

Place an "X" by the applicable purpose of the trip.

- ____ To obtain statutorily required continuing professional education.
- ____ To obtain continuing education related to an employee's work or maintenance of a license or certification.
- ____ To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.
- x To participate in professional organizations related to the employee or official's job assignment.
- ____ To conduct essential research & information-gathering for improvement of County operations or compliance with law.
- ____ To monitor the development of state or federal legislation or implementation of legislation that might affect the County
- ____ To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County
- ____ To pursue the County's interests in litigation or criminal justice.
- ____ To promote the economic development interests of the County.
- ____ To carry out other purposes determined by Commissioners' Court to be in the interest of the County.

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

Explain the benefits that this trip it will bring to Hidalgo County. Attach an itinerary, agenda, or schedule for the conference and/ or event. If applicable, justify the need for multiple persons traveling to the same event.

Obtain updates on UPL Changes

RECEIVED BY COUNTY AUDITOR
2011 DEC 2 AM 9 45

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)		
Subtotal for Object Code 584	$ -	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY		
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL		
7. MILEAGE REIMBURSEMENT		
8. TELEPHONE CALLS	$ -	
9. PARKING		
10. LODGING		
11. MEALS		
12. OTHER EXPENSES		
Subtotal for Object Code 583	$ 0 -	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ -	$

MODE OF TRAVEL (Place an "X" by applicable mode of travel)	
AIRFARE*	
BUS**	
Rental Car**	
County Vehicle**	x
Private Vehicle**	
OTHER** (Specify)	

* If traveling by airplane, the traveler should consider purchasing a refundable fare if possibility of a cancellation exists.

** If mode of travel includes bus, rental car, county vehicle, private vehicle, or other form of transportation, a comparision of the savings that will be achieved by not choosing to travel by airplane must be provided with supporting documentation.

14. IF HIDALGO COUNTY IS NOT FUNDING ANY OR PART OF THIS TRIP, INDICATE BELOW THE EXPENSE TYPE & SOURCE OF PAYMENT:

NOTE: If trip duration is extended to take advantage of lower airfare, a comparison of the savings to the additional estimated cost must be provided with supporting airfare rate documentation.

ELECTED OFFICIAL/DEPARTMENT HEAD CERTIFICATION (Place an "X" by each of the certifications)

I certify that:

- x Trip expenses are necessary and will be incurred for official county business.
- x Reasonable efforts to minimize the use of county funds have been explored.
- x Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.
- x If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:
	12/1/11	Javi Ba	383-6221

APPROVED BY OFFICE OF EXECUTIVE OFFICER

FOR DEPARTMENT OF BUDGET & MANAGEMENT (DBM) USE ONLY:

- x TRAVEL IS **APPROVED** for the individuals listed below: Eddie Olivarez
- ____ TRAVEL IS **NOT APPROVED** for the individuals listed below:

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:
JC Carreon	12-1-11	JC C	

DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME):	DATE:	SIGNATURE OF DBM DEPARTMENT HEAD:
M Badillo	12/1/11	M Badillo

COUNTY AUDITOR'S FORM T-1 (10/08)

Subject: UPL Meeting with Webb County
From: "Eddie Olivarez" <eddie.olivarez@hchd.org>
Date: Thu, 1 Dec 2011 09:42:03 -0600
To: "'josie escalante'" <josie.escalante@hchd.org>, <mike.escaname@hchd.org>, <valde.guerra@co.hidalgo.tx.us>, "'Yolanda Chapa'" <yolanda.chapa@co.hidalgo.tx.us>, "'Jaime Longoria'" <jaime.longoria@co.hidalgo.tx.us>, "'Dairen Sarmiento'" <Dairen.sarmiento@hchd.org>

Hello All,

This is to inform you all that I have to drive to Webb County and meet with Frank Salinas, County Director of Indigent Care and one of their County Commissioners regarding UPL partnering. I will be driving to Laredo in morning. This is also a reminded of our December 7th meeting next week; Dairen will be sending you all an update via e-mail today. The Goal is to get Webb County to join our UPL region. Any questions call me at 956-457-1772.

Eduardo Olivarez
Chief Administrative Officer
Hidalgo County Health and Human Services
956-383-8858 Office
www.twitter.com/hidalgohealth

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Eduardo Olivarez, do hereby state that the item(s) listed on the invoice(s) named below
PURCHASER'S NAME
were purchased for the exclusive use of Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
590354	12/2/11	$ 53.10	Stripes# 2209 fuel for vehicle HD-46 LP-106-2199, asset 50299 Ford-F250 VIN-1FTSW2B59AEA15869
TOTAL			Acct# 1-1100-441-00-340-001-0-6266

I further state that I was authorized to make such a purchase(s).

I therefore request reimbursement of this invoice (these invoices) from Hidalgo County and that payment be made payable to me.

SIGNATURE: _____

TITLE: Chief Administrative Officer
PERSON MAKING PURCHASE

Before me Graciela Lopez, a Notary Public, appeared Eduardo Olivarez and on h__ oath deposed and stated that the foregoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. H__ / S___ further stated h_ / s___ requested payment of the same.

(SEAL)

GRACIELA LOPEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 02-06-2014

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____
APPROVAL: DEPARTMENT HEAD

_____
APPROVAL: COUNTY AUDITOR

COUNTY AUDITOR'S FORM: MCJR-CA-004
REVISED: 01/01/2001

STRIPES # 2209
611 N. Smith Ave
Hebbronville
TX

miles
5163

TP48577307-001 STRIPES 2209
611 N SMITH AVE
HEBBRONVILLE TX 78

10

< DUPLICATE RECEIPT >

DATE 12/02/11
TIME 3:20 PM
AUTH# 590354

AMEX
ACCOUNT NUMBER
XXXX XXXXXX X2000
OLIVAREZ/EDUARDO

PUMP	PRODUCT	PPG
08	UNLD	$3.199

GALLONS	TOTAL
16.598	$53.10

THANKS, COME AGAIN
ST# 2209 TILL XXXX DR# 0 TRAN#
CSH: 0 12/02/11 15:21:57

AI-29991 **9. D.**

CC REGULAR

Meeting Date: 12/12/2011

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Health Division:
Requesting authorization for Hidalgo County Health & Human Services Dept. to participate in a Provider Services Agreement with Molina Healthcare of Texas., Inc.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1293-345-40-340-005-0-000

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

BUDGETARY IMPACT:

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

There is no cost to the County as Molina Healthcare is part of an HMO under Medicaid and we have to be enrolled with them to be able to bill Molina Healthcare for the health services provided by our County Clinics.

Attachments

Provider Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/05/2011 01:43 PM
Manuel Chapa	Manuel Chapa	12/07/2011 01:58 PM
Purchasing Department	Monica Badillo	12/09/2011 08:55 AM

Form Started By: Mike Escaname Started On: 12/05/2011 01:09 PM

Final Approval Date: 12/09/2011

MOLINA HEALTHCARE OF TEXAS, INC.

PROVIDER SERVICES AGREEMENT

This Provider Services Agreement ("Agreement") is entered by and between **Molina Healthcare of Texas, Inc., a Texas corporation** ("Health Plan"), and Hidalgo County Health Department ("Provider"), effective on the date set forth on the signature page of this Agreement ("Effective Date"), with reference to the following facts:

RECITALS

A. Health Plan arranges for the provision of certain health care services to Members pursuant to contracts with various government-sponsored health programs. Health Plan intends to participate in additional government sponsored health programs and offer other health products as the opportunities become available.

B. Health Plan arranges for the provision of certain health care services to Members by entering into provider service agreements with physicians, IPAs, PAs, hospitals, clinics, ancillary health providers, and other health providers.

C. Provider is licensed to render certain health care services and desires to provide such services to Health Plan's Members in connection with Health Plan's contractual obligations to provide and/or arrange for Health Care Services for Health Plan's Members.

Now, therefore, in consideration of the promises, covenants and warranties stated herein, Health Plan and Provider agree as follows:

ARTICLE ONE – DEFINITIONS

1.1 Provider means the health care professional(s), IPA or PA identified in Attachment A to this Agreement.

1.2 Capitalized words or phrases in this Agreement shall have the meanings set forth in Attachment B.

Provider or authorized representative's initials: _____

ARTICLE TWO - PROVIDER OBLIGATIONS

2.1 **Serving as a Panel Provider.** Provider shall serve on Health Plan's panel of providers for the products specified in Attachment C. Provider agrees that its practice information may be used in Health Plan's provider directories, promotional materials, advertising and other informational material made available to the public and Members. Practice Information includes, but is not limited to, name, address, telephone number, hours of operation, type of practice, and ability to accept new patients. Provider shall promptly notify Health Plan of any changes in this practice information.

2.2 **Standards for Provision of Care**

a. **Provision of Covered Services.** Provider shall provide Covered Services to Members, within the scope of Provider's business and practice, in accordance with this Agreement, Health Plan's policies and procedures, the terms and conditions of the Health Plan product which covers the Member, and the requirements of any applicable government sponsored program.

b. **Standard of Care.** Provider shall provide Covered Services to Members at a level of care and competence that equals or exceeds the generally accepted and professionally recognized standard of practice at the time of treatment, all applicable rules and/or standards of professional conduct, and any controlling governmental licensing requirements. While performing the services described in this Agreement, Provider agrees to (i) comply with applicable state laws, rules, and regulations and HHSC's requests regarding personal and professional conduct generally applicable to the service locations, and (ii) otherwise conduct his or her self in a businesslike and professional manner. (UMCC Att. A, §4.07.)

c. **Facilities, Equipment and Personnel.** Provider's facilities, equipment, personnel and administrative services shall be at a level and quality as necessary to perform Provider's duties and responsibilities under this Agreement and to meet all applicable legal requirements, including the accessibility requirements of the Americans with Disabilities Act.

d. **Prior Authorization.** If Provider determines that it is Medically Necessary to consult or obtain services from other health professionals that are Medically Necessary, Provider shall obtain prior authorization of Health Plan in accordance with the Provider Manual unless the situation is one involving the delivery of Emergency Services. Upon and following such referral, Provider shall coordinate the provision of such Covered Services to Members and ensure continuity of care.

e. **Contracted Providers.** Except in the case of Emergency Services or upon prior authorization of Health Plan, Provider shall use only those health professionals, hospitals, laboratories, skilled nursing and other facilities and providers which have contracted with Health Plan ("Participating Providers").

f. **Member Eligibility Verification.** Provider shall verify eligibility of Members prior to rendering services.

g. **Admissions.** Provider shall cooperate with and comply with Health Plan's hospital admission and prior authorization procedures.

h. **Emergency Room Referral.** If Provider refers a Member to an emergency room for Covered Services, Provider shall provide notification to Health Plan within 24 hours of the referral.

i. **Prescriptions.** Except with respect to prescriptions and pharmaceuticals ordered for in-patient hospital services, Provider shall abide by Health Plan's drug formularies and prescription policies, including those regarding the prescription of generic or lowest cost alternative brand name pharmaceuticals. Provider shall obtain prior authorization from Health Plan if Provider believes a generic equivalent or formulary drug should not be dispensed. Provider acknowledges the authority of Health Plan contracting pharmacists to substitute generics for brand name pharmaceuticals unless counter indicated on the prescription by the Provider.

j. **Subcontract Arrangements.** Any subcontract arrangement entered into by Provider for the delivery of Covered Services to Members shall be in writing and shall bind Provider's subcontractors to the terms and conditions of this Agreement including, but not limited to, terms relating to licensure, insurance, and billing of Members for Covered Services.

k. **Availability of Services.** Provider shall make necessary and appropriate arrangements to assure the availability of Covered Services to Members on a twenty-four (24) hours a day, seven (7) days a week basis, including arrangement to assure coverage of Member patient visits after hours. Provider shall meet the applicable standards for timely access to care and services, taking into account the urgency of the need for the services.

l. **Treatment Alternatives.** Health Plan encourages open Provider-Member communication regarding appropriate treatment alternatives. Health Plan promotes open discussion between Provider and Members regarding Medically Necessary or appropriate patient care, regardless of Covered Services limitations. Provider is free to communicate any and all treatment options to Members regardless of benefit coverage limitations.

2.3 **Promotional Activities.** At the request of Health Plan, Provider shall (a) display Health Plan promotional materials in its offices and facilities as practical, and (b) cooperate with and participate in all reasonable Health Plan marketing efforts. Provider shall not use Health Plan's name in any advertising or promotional materials without the prior written permission of Health Plan.

2.4 Nondiscrimination

a. **Enrollment.** Provider shall not differentiate or discriminate in providing Covered Services to Members because of race, color, religion, national origin, ancestry, age, sex, marital status, sexual orientation, physical, sensory or mental handicap, socioeconomic status, or participation in publicly financed programs of health care. Provider shall render Covered Services to Members in the same location, in the same manner, in accordance with the same standards, and within the same time availability, regardless of payor.

b. **Employment.** Provider shall not differentiate or discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical, sensory or mental disability unrelated to the individual's ability to perform the duties of the particular job or position.

2.5 Recordkeeping

a. **Maintaining Member Medical Records.** Provider shall maintain a medical record for each Member to whom Provider renders health care services. Provider shall open each Member's medical record upon the Member's first encounter with Provider. The Member's medical record shall contain all information required by state and federal law, generally accepted and prevailing professional practice, applicable government sponsored health programs and all Health Plan policies and procedures. Provider shall retain all such records for at least ten (10) years.

b. **Confidentiality.** Provider shall comply with all applicable state and federal laws regarding privacy and confidentiality of Members' health information and medical records, including mental health records.

Provider shall treat all information that is obtained through the performance of the services included in this Agreement as confidential information to the extent that confidential treatment is provided under state and federal laws, rules, and regulations. This includes, but is not limited to, information relating to applicants or recipients of HHSC Programs. (UMCC Att. A, §11.01(a).)

Provider shall not use information obtained through the performance of this Agreement in any manner except as is necessary for the proper discharge of obligations and securing of rights under this Agreement. (UMCC Att. A, §11.01(c).)

Provider shall not transfer an identifiable Member record, including a patient record, to another entity or person without written consent from the Member or someone authorized to act or his or her behalf; however, Provider understands and agrees that HHSC may ask it to transfer a Member record to another agency if HHSC determines that the transfer is necessary to protect either the confidentiality of the record or the health and welfare of the Member. (UMCC Att. A, §§7.02 and 7.07.)

Provider shall protect the confidentiality of Member Protected Health Information (PHI), including patient records. Provider must comply with all applicable Federal and State laws, including the HIPAA Privacy and Security Rule governing the use and disclosure of protected health information. (UMCC Att. A, §§7.02 and 7.07.)

c. **National Provider Identification ("NPI").** Provider shall comply with the Standard Unique Identifier for Health Care Provider regulations promulgated under HIPAA (45 CFR Section 162.402, et seq.). Provider shall include its NPI on all claims and encounters (both electronic and paper formats) submitted to Health Plan. Provider shall report any changes in its NPI or subparts to Health Plan within thirty (30) days of the change.

d. **Health Plan Access to Records.** Provider shall promptly provide Health Plan and/or its designees upon request copies of any records pertaining to Members served by Provider. The purpose for such requests may include activities relating to utilization review and management, grievances, peer review, HEDIS studies, Quality Improvement Program, Consumer Assessment of Health Plans (CAHPS), or claims payment. The types of records covered by this section include all medical records, billing records, statistical data, encounter data, and any other patient treatment information pertaining to Members served by Provider. Health Plan shall have the right to withhold compensation from Provider in the event Provider fails or refuses to comply with this provision.

e. **Member Access to Records.** Provider shall promptly provide any Member and/or their authorized representative upon request a copy of health information about the Member, including, but not limited to, medical records and billing records, in accordance with the requirements of state and federal law, applicable government sponsored health programs, and Health Plan's policies and procedures.

f. **HHSC Access to Records**. Provider agrees to provide to the HHSC (i) all information required under the UMCC, including but not limited to the reporting requirements and other information related to the Provider's performance of its obligations under the contract; and (ii) any information in its possession sufficient to permit HHSC to comply with the federal Balanced Budget Act of 1997 or other federal or state laws, rules, and regulations. All information must be provided in accordance with the timelines, definitions, formats, and instructions specified by HHSC. (UMCC Att. B-1, §8.1.20.)

g. **Audit or Investigation**. Provider agrees to provide the following entities or their designees with prompt, reasonable, and adequate access to the Agreement and any records, books, documents, and papers that are related to the Agreement and/or Provider's performance of its responsibilities under the UMCC:

   i. HHSC and Health Plan Program personnel from HHSC;
   ii. U.S. Department of Health and Human Services;
   iii. Office of Inspector General and/or the Texas Medicaid Fraud Control Unit;

iv. an independent verification and validation contractor or quality assurance contractor acting on behalf of HHSC;
v. state or federal law enforcement agency;
vi. special or general investigation committee of the Texas Legislature;
vii. the U.S. Comptroller General;
viii. the Office of the State Auditor of Texas; and
ix. any other state or federal entity identified by HHSC, or any other entity engaged by HHSC.

Provider shall provide access wherever it maintains such records, books, documents, and papers. Provider shall provide such access in reasonable comfort and provide any furnishings, equipment, and other conveniences deemed reasonably necessary to fulfill the purposes described herein. Requests for access may be for, but are not limited to, the following purposes:

i. examination;
ii. audit;
iii. investigation;
iv. contract administration;
v. the making of copies, excerpts, or transcripts; or
vi. any other purpose HHSC deems necessary for contract enforcement or to perform its regulatory functions. (UMCC Att. A, §9.02.)

Provider understands and agrees that the acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an investigation in connection with those funds. Provider 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. (UMCC Att. A, §9.04.) Provider understands and agrees that HHSC reserves the right and retains the authority to make reasonable inquiry and to conduct investigations into Provider and Member complaints. (UMCC Att. B-1, §§.8.2.5-8.2.7; 8.4.2-8.4.3.)

2.6 **Program Participation.**

a. **Grievance Program.** Provider shall participate in Health Plan's Grievance Program and shall cooperate with Health Plan in identifying, processing, and promptly resolving all Member complaints, grievances, or inquiries.

b. **Quality Improvement Program.** Provider shall participate in Health Plan's Quality Improvement Program and activities, including peer review and audits of care rendered by Provider. (UMCC Att. B-1, §8.1.7.)

c. **Utilization Review and Management Program.** Provider shall participate in and comply with Health Plan's Utilization Review and Management Program, including all policies and procedures regarding prior authorizations, and shall cooperate with Health Plan in audits to identify, confirm and/or assess utilization levels of Covered Services.

d. **Credentialing Program.** Provider shall participate in Health Plan's credentialing and re-credentialing process and shall satisfy, throughout the term of this Agreement, all credentialing and re-credentialing criteria established by the Health Plan. Provider shall immediately notify Health Plan of any change in the information submitted or relied upon by Provider to achieve credentialed status. If Provider's credentialed status is revoked, suspended or limited by Health Plan, Health Plan may at its discretion terminate this Agreement and/or reassign Members to another provider.

e. **Provider Manual.** Health Plan will furnish a copy of the Provider Manual to Provider during orientation. Provider is bound by the terms of the Provider Manual, which may be amended from time to time at Health Plan's sole discretion. Provider shall comply and render Covered Services in accordance with the contents, instructions and procedures set forth in Health Plan's Provider Manual, and any additional operating procedures and policies for Providers which are communicated to Provider in writing by Health Plan.

f. **Government Contracts.** Provider acknowledges that Health Plan has entered into contracts with state and federal agencies for the arrangement of health care services for Members through government sponsored programs. Provider shall comply with any term or condition of those government sponsored program contracts that are applicable to the services to be performed under this Agreement.

g. **Health Education/Training.** Provider shall participate in and cooperate with Health Plan's Provider education and training efforts as well as Member education and efforts. Provider shall also comply with all Health Plan health education, cultural and linguistic standards, policies and procedures, and such standards, policies and procedures as may be necessary for Health Plan to comply with its contracts with government agencies. Provider shall ensure that Provider promptly delivers to Provider's constituent providers, if any, all informational, promotional, educational, or instructional materials prepared by Health Plan regarding any aspect of providing Covered Services to Members.

2.7 **Licensure and Insurance.**

a. **Licensure.** Provider represents and warrants that it possesses any license/s that are required by law to deliver the services described herein, including a current narcotics number, if applicable. Provider shall provide evidence of licensure to Health Plan upon request. Provider shall maintain its licensure in good standing, free of disciplinary action, and in unrestricted status throughout the term of this Agreement. Provider shall immediately notify Health Plan of any change in Provider's licensure

status, including any disciplinary action taken or proposed by any licensing agency responsible for oversight of Provider.

b. **Unrestricted Status.** Provider warrants and represents that it has not been convicted of crimes as specified in Section 1128 of the Social Security Act (42 U.S.C. 1320a-7), excluded from participation in the Medicare or Medicaid program, assessed a civil penalty under the provisions of Section 1128, entered into a contractual relationship with an entity convicted of a crime specified in Section 1128, or taken any other action that would prohibit it from participation in Medicaid and/or state health care programs.

c. **Staffing Privileges for Providers.** Consistent with community standards, every physician Provider shall have staff privileges with at least one Health Plan contracted Hospital as necessary to provide services to members under this Agreement, and shall authorize each hospital at which he/she maintains staff privileges to notify Health Plan should any disciplinary or other action of any kind be initiated against such provider which could result in any suspension, reduction or modification of his/her hospital privileges.

d. **Liability Insurance.** Provider shall maintain premises and professional liability insurance in coverage amounts appropriate for the size and nature of Provider's facility and the nature of Provider's health care activities. Every physician Provider shall maintain, at a minimum, professional liability insurance with limits of not less than one hundred thousand dollars ($100,000) per occurrence and three hundred thousand ($300,000) in the aggregate for the policy year and for each physician comprising Provider, or the limits required by the hospital at which Provider has admitting privileges. If the coverage is claims made or reporting, Provider agrees to purchase similar "tail" coverage upon termination of the Provider's present or subsequent policy. Provider shall deliver copies of such insurance policies to Health Plan within five business days of a written request by Health Plan. (UMCC Att. A, §17.01(b).)

e. **Malpractice and Other Actions.** Provider shall give immediate notice to Health Plan of: (i) any malpractice claim asserted against it by a Member, any payment made by or on behalf of Provider in settlement or compromise of such a claim, or any payment made by or on behalf of Provider pursuant to a judgment rendered upon such a claim; (ii) any criminal investigations or proceedings against Provider; (iii) any convictions of Provider for crimes involving moral turpitude or felonies; and (iv) any civil claim asserted against Provider that may jeopardize Provider's financial soundness.

2.8 **Claims Payment.**

a. **Submitting Claims.** Provider shall promptly submit to Health Plan claims for Covered Services rendered to Members. All claims shall be submitted in a form acceptable to and approved by Health Plan, and shall include any and all medical records pertaining to the claim if requested by Health Plan or otherwise required by Health Plan's policies and procedures. Except as otherwise provided by law or program requirements, any claims that are not submitted within ninety-five (95) days of the date Covered Services that are the subject of the claim were provided shall not be eligible for payment, and Provider hereby waives any right to payment therefor. (UMCC Att. B-1, §8.1.18.5.)

b. **Timely Submission of Encounter Data.** Provider understands that Health Plan may have certain contractual reporting obligations which require timely submission of encounter data. Therefore, as applicable Provider shall submit encounter data to Health Plan within ninety (90) days of delivery of the service.

c. **Compensation.** Health Plan shall pay Provider for Clean Claims for Covered Services provided to Members, including Emergency Services, in accordance with applicable law and regulations and in accordance with the compensation schedule set forth in Attachment D. Provider shall accept such payment, applicable copayments, deductibles, and coordination of benefits collections as payment in full for services provided under this Agreement. Health Plan shall adjudicate (finalize as paid or denied adjudicated) Clean Claims within thirty (30) days from the date the claim is received. For any Clean Claims that are not adjudicated within thirty (30) days, Health Plan shall pay eighteen percent (18%) interest calculated annually. However, duplicate claims filed prior to the expiration of thirty-one (31) days are not subject to any interest payment if not processed within thirty (30) days.

d. **Copayments and Deductibles.** Copayments are the only amounts Providers may collect from CHIP Members, except for costs associated with unauthorized non-emergency services provided to a Member by out-of-network providers for non-covered services. Provider shall not charge: (i) cost-sharing or deductibles to CHIP Members of Native American Tribes; (ii) copayment or deductibles to a CHIP Member with an ID card that indicates the Member has met his or her cost-sharing obligation for the balance of their term of coverage; or (iii) copayments for well-child or well-baby visits or immunizations. (UMCC Att. A, §10.12(b).)

e. **Coordination of Benefits.** Health Plan is a secondary payer in any situation where there is another payer as primary carrier. Provider shall make reasonable inquiry of Members to learn whether Member has health insurance or health benefits other than from Health Plan or is entitled to payment by a third party under any other insurance or plan of any type, and Provider shall immediately notify Health Plan of said entitlement. In the event that coordination of benefits occurs, Provider shall be compensated in an amount equal to the allowable Clean Claim less the amount paid by other payers, not to exceed the amount specified in Attachment D. Any claims that are not submitted to Health Plan within ninety-five (95) days from the date of disposition by the other payer shall not be eligible for payment, and Provider hereby waives any right to payment therefor. (UMCM §8.2.) The Provider should attach the explanation of benefit (EOB) or rejection letter issued by the other payer when resubmitting the claim to Health Plan. (UMCM §8.2.)

f. **Offset.** In the event that Health Plan determines that a claim has been overpaid or paid in duplicate, or that funds were paid beyond or outside of what is provided for under this Agreement, Provider shall make repayment to Health Plan within forty-five (45) days of written notification by Health Plan of the overpayment, duplicate payment, or other excess payment. Should Provider discover excess money of any kind prior to being notified, Provider shall contact Health Plan and hold the money until it is determined to whom the money belongs. In addition to any other contractual or legal remedy, Health Plan may recover the amounts owed by way of offset or recoupment from current or future amounts due Provider at any time after expiration of the forty-five (45)-day notice period described above.

g. **Member Billing**. Provider is prohibited from billing or collecting any amount from a Medicaid Member for health care services provided pursuant to this Agreement. Federal and state laws provide severe penalties for any provider who attempts to bill or collect any payment from a Medicaid recipient for a Covered Service. (UMCC Att. A, §10.12(a).)

   Health Plan shall initiate and maintain any action necessary to stop a Network Provider or employee, agent, assign, trustee, or successor-in-interest from maintaining an action against HHSC, an HHS Agency, or any Member to collect payment from HHSC, an HHS Agency, or any Member, excluding payment for non-covered services. This provision does not restrict a CHIP provider from collecting allowable copayment and deductible amounts from CHIP Members. (UMCC Att. A, §§4.05 and 10.12; TIC §843.361, and 28 TAC §11.901(a)(1).)

h. **Costs of Non-Covered Services.** Providers shall inform Members of the costs for non-Covered Services prior to rendering such services and shall obtain a signed private pay form from such a Member. (UMCC Att. A, §10.12(a).)

i. **HHSC Liability.** Provider understands and agrees that HHSC is not liable or responsible for payment for Covered Services rendered pursuant to this Agreement. (UMCC Att. A, §§4.05 & 10.12.)

j. **Third Party Recovery.** Provider shall not interfere with or place any liens upon the State's right or Health Plan's right, acting as the State's agent, to recovery from third party resources. (UMCC Att. B-1, §8.2.9.)

k. **Claims Processing Entities.** Non-electronic claims should be mailed to:
Molina Healthcare of Texas, Inc.
P.O. Box: 22719
Long Beach, CA 90801
Electronic claims can be sent to Health Plan via:

www.Molinahealthcare.com

Providers may contact Molina Healthcare of Texas' Provider Services Department at 1-866-449-6849.

Health Plan shall notify Provider in writing of any changes in the claims processing or adjudication entity(ies) at least thirty (30) days prior to the effective date of change. If Health Plan is unable to provide thirty (30) days' notice, Health Plan shall allow Provider a thirty (30)-day extension on the claims filing deadline to ensure claims are routed to the correct processing center. (UMCC Att. B-1, §8.1.18.5.)

l. **Claims Processing Guidelines.** Health Plan shall provide at least ninety (90) days notice prior to implementing a change in the claims guidelines (except any change in claims processing entities, see Section 2.8.f), unless the change is required by statute or regulation in a shorter timeframe. (UMCC Att. B-1, §8.1.18.5.)

m. **Provider Information**. Health Plan shall disclose all information necessary to determine that Provider is being compensated in accordance with this Agreement. Provider, to the extent it requests and receives such information from Health Plan, shall use such information, pursuant to, and in accordance with, Health Plan's policies and procedures, and in conformity with Texas law. (28 TAC §11.901(a)(11).)

n. **Availability of Coding Guidelines.** Provider may request a description and copy of the coding guidelines, including any underlying bundling, recoding, or other payment process and fee schedules applicable to specific procedures that Provider will receive under the Agreement, and Health Plan or its agent shall provide the coding guidelines and fee schedules not later than the thirtieth (30th) day after Health Plan receives the request. Health Plan shall provide notice of changes to the coding guidelines and fee schedules that will result in a change of payment to Provider not later than the ninetieth (90th) day before the date the changes take effect and shall not make retroactive revisions to the coding guidelines and fee schedules. Provider may terminate this Agreement on or before the thirtieth (30th) day after the date Provider receives information requested under this section without penalty or discrimination in participation in other Health Plan products. Any Provider who receives information under this section may only: (i) use or disclose the information for the purpose of practice management, billing activities, and other business operations; and (ii) disclose the information to a governmental agency involved in the regulation of health care or insurance. On Provider's request, Health Plan shall provide the name, edition, and model version of the software that Health Plan uses to determine bundling and unbundling of claims. (UMCM §7.1; TIC §843.321.)

o. **Appeals of Claims Payment Decisions.** The timeframes for appeals of claims payment decisions shall be as follows:

i. In the event that Health Plan requests repayment for a claim that was overpaid or paid in duplicate, or repayment of funds that were paid which were not provided for under this Agreement, Provider must contest Health Plan's request for repayment in writing within thirty (30) days of its receipt.
ii. In the event that Health Plan denies a Provider claim, Provider must submit a request for review of the denied claim within one hundred twenty (120) days of the initial denial.
iii. In the event that Provider believes Health Plan incorrectly paid a Provider claim, Provider must submit a request for correction or adjustment within one hundred twenty (120) days of the date of the remittance advice.
iv. Health Plan will use its best efforts to resolve all disputed claims within thirty (30) days of receipt.

The format for appeals of claims payment decisions shall be as follows:

i. The request must specify why the Provider believes Health Plan owes the payment;
ii. In the case of coordination of benefits, the request must include the name and mailing address of any entity that has disclaimed responsibility for payment;
iii. The request must be addressed to the attention of Health Plan's Provider Services Department.
iv. The request must clearly indicate "Denied Claims Review Request" or "Adjustment Request;" and

v. The request must include all pertinent information, including, but not limited to, claim number, Member identifier, denial letter, supporting medical records, and any new information pertinent to the request.

2.9 **Compliance with Applicable Law.**

a. Provider acknowledges that this Agreement and all Covered Services rendered pursuant to this Agreement are subject to state laws and regulations that are set forth in Attachment E.

b. Provider acknowledges that all Covered Services rendered in conjunction with the Medicaid and CHIP program are subject to the additional provisions set forth in Attachment F.

c. Provider acknowledges that all Covered Services rendered in conjunction with the Medicare program are subject to the additional provisions set forth in Attachment G.

d. Provider understands and agrees that it is subject to all state and federal laws, rules, regulations, waivers, policies and guidelines, and court-ordered consent decrees, settlement agreements, or other court orders that apply to this Agreement, the UMCC, Health Plan's health benefits programs, and all persons or entities receiving state and federal funds. Provider understands and agrees that any violation by Provider of a state or federal law relating to the delivery of services pursuant to this Agreement, or any violation of UMCC could result in liability for money damages, and/or civil or criminal penalties and sanctions under state and/or federal law. (UMCC Att. A, §7.02.)

e. Provider understands and agrees that the following laws, rules, and regulations, and all amendments or modifications thereto, apply to this Agreement:

i. Environmental protection laws: Pro-Children Act of 1994 (20 U.S.C. §6081 *et seq.*) regarding the provision of a smoke-free workplace and promoting the non-use of all tobacco products; National Environmental Policy Act of 1969 (42 U.S.C. §4321 et seq.) and Executive Order 11514 ("Protection and Enhancement of Environmental Quality") relating to the institution of environmental quality control measures; Clean Air Act and Water Pollution Control Act regulations (Executive Order 11738, "Providing for Administration of the Clean Air Act and Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, and Loans"); State Clean Air Implementation Plan (42 U.S.C. §740 et seq.) regarding conformity of federal actions to State Implementation Plans under §176(c) of the Clean Air Act; and Safe Drinking Water Act of 1974 (21 U.S.C. §349; 42 U.S.C. §300f to 300j-9) relating to the protection of underground sources of drinking water.

ii. state and federal anti-discrimination laws: Title VI of the Civil Rights Act of 1964, Executive Order 11246 (Public Law 88-352); Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112); Americans with Disabilities

Act of 1990 (Public Law 101-336); and Title 40, Texas Administrative Code, Chapter 73.

iii. the Immigration Reform and Control Act of 1986 (8 U.S.C. §1101 *et seq.*) and the Immigration Act of 1990 (8 U.S.C. §1101, *et seq.)* regarding employment verification and retention of verification forms.

iv. the Health Insurance Portability and Accountability Act of 1996 (HIPAA). (UMCC Att. A, §§7.04-7.07.)

2.10 **Provider Non-Solicitation.** Provider shall not unilaterally assign or transfer patients served under this Agreement to another medical group, PA, IPA, or provider without the prior written approval of Health Plan. Nor shall Provider solicit or encourage Members to select another health plan for the primary purpose of securing financial gain for Provider. Nothing in this provision is intended to limit Provider's ability to fully inform Members of all available health care treatment options or modalities.

2.11 **Fraud and Abuse.** Provider shall report to Health Plan's compliance officer all cases of suspected fraud and/or abuse, as defined in Title 42, of the Code of Federal Regulations, Section 455.2, where there is reason to believe that an incident of fraud and/or abuse has occurred, by subcontractors, Members, providers, or employees within ten (10) business days of the date when Provider first becomes aware of, or is on notice of, such activity. Provider shall establish policies and procedures for identifying, investigating, and taking appropriate corrective action against fraud and/or abuse in the provision of health care services under the Medicaid program. Upon the request of Health Plan and/or the State, Provider shall consult with the appropriate State agency prior to and during the course of any such investigations.

In addition, Provider understands and agrees to the following:

a. HHSC Office of Inspector General ("OIG") and/or the Texas Medicaid Fraud Control Unit shall be allowed to conduct private interviews of Provider and its employees, agents, contractors, and patients.
b. Requests for information from such entities shall be complied with, in the form and language requested.
c. Provider and its employees, agents, and contractors shall cooperate fully with such entities in making themselves available in person for interviews, consultation, grand jury proceedings, pre-trial conference, hearings, trials and in any other process, including investigations at Provider's own expense.
d. Compliance with these requirements will be at the Provider's own expense. (UMCC Att. B-1, §8.1.19.)

Provider also understands and agrees to the following:

a. Provider is subject to all state and federal laws and regulations relating to fraud, abuse or waste in health care and the Medicaid and/or CHIP Programs, as applicable.

b. Provider shall cooperate and assist HHSC and any state or federal agency that is charged with the duty of identifying, investigating, sanctioning or prosecuting suspected fraud, abuse or waste.
c. Provider shall provide originals and/or copies of any and all information, allow access to premises, and provide records to the OIG, HHSC, CMS, the U.S. Department of Health and Human Services, FBI, TDI, the Texas Attorney General's Medicaid Fraud Control Unit or other unit of state or federal government, upon request, and free-of-charge.
d. If Provider places required records in another legal entity's records, such as a hospital, Provider is responsible for obtaining a copy of these records for use by the above-named entities or their representatives.
e. Provider shall report any suspected fraud or abuse including any suspected fraud and abuse committed by the Health Plan or a Member to the OIG. (UMCC Att. B-1, §8.1.19.)

2.12 **Gifts and Gratuities.** Provider shall not offer or give any thing of value to an officer or employee of HHSC or the State of Texas in violation of state law. A "thing of value" means any item of tangible or intangible property that has a monetary value of more than fifty dollars ($50.00) and includes, but is not limited to, cash, food, lodging, entertainment and charitable contributions. The term does not include contributions to public office holders or candidates for public office that are paid and reported in accordance with state and/or federal law. Health Plan may terminate this Agreement at any time for violation of this provision. (UMCC Att. A, §12.03(b)(5).)

2.13 **Advance Directives.** Provider shall comply with the requirements of state and federal laws, rules and regulations relating to advance directives, including the Patient Self-Determination Act (Section 4751 of the Omnibus Reconciliation Act of 1990), as amended, and other appropriate laws. (UMCC Att. B-1, §8.2.12.)

2.14 **Payments which are the Responsibility of a Capitated Provider.** In the event a provider, such as a medical group or IPA or PHO, receives capitation from Health Plan and is responsible for providing or arranging for Covered Services for certain Members (a "Capitated Provider"), Provider shall look solely to such Capitated Provider, and not Health Plan, for payment of Covered Services provided to such Members, and the Capitated Provider, not Health Plan, is financially responsible for paying any and all related claims. In the event Health Plan receives any claims for services that are the responsibility of a Capitated Provider, Health Plan shall return the claims unpaid and/or at its election redirect the claims to the Capitated Provider.

2.15 **Reciprocity Agreements.** Provider agrees to provide Covered Services to Members who are enrolled in various government sponsored health products/programs offered by Health Plan's affiliates. Provider agrees to cooperate with such affiliate's participating providers in coordinating and scheduling such services, and agrees that all of the terms of this Agreement, including rates and prohibition on member billing, shall apply to Provider to the extent any services are provided to Members of Health Plan's affiliates. In the event Provider is a Capitated Provider, Provider agrees to accept usual and customary rates in effect in the geographic area for services provided to beneficiaries of the government-sponsored program that covers the Member.

2.16 **Reassignment of Members.** Health Plan reserves the right to reassign Members from Provider to another provider or to limit or deny the assignment or selection of new Members to Provider during any termination notice period or if Health Plan determines that assignment to Provider poses a threat to the health and safety of one or more Members. If Provider requests reassignment of a Member, Health Plan, in its sole discretion, will make the determination regarding reassignment based upon good cause shown by the Provider. When Health Plan reassigns Member(s), Provider shall forward copies of the medical records to the new provider within ten (10) business days of receipt of the Plan's or the Member's request to transfer the records.

2.17 **Notice to Members of Network Changes.** Where Provider is a medical group, IPA, or any other similar organization, Provider shall provide Health Plan and Members with timely written notification in the event a constituent specialty provider terminates its contract with Provider. Said written notification shall be in compliance with all state and federal laws or government sponsored program requirements.

ARTICLE THREE - HEALTH PLAN'S OBLIGATIONS

3.1 **Compensation.** Health Plan shall pay Provider in accordance with the terms and conditions of this Agreement and the compensation schedule set forth in Attachment D.

3.2 **Member Eligibility Determination.** Health Plan shall maintain data on Member eligibility and enrollment. Health Plan shall promptly verify Member eligibility at the request of Provider.

3.3 **Prior Authorization Review.** Health Plan shall timely respond to requests for prior authorization and/or determination of Covered Services.

3.4 **Medical Necessity Determination**. Health Plan's determination with regard to Medically Necessary services and scope of Covered Services shall govern. This includes determinations of level of care and length of stay benefits available under the Member's health program. The primary concern with respect to all medical determinations is the interest of the Member.

3.5 **Member Services**. Health Plan will provide services to Members including, but not limited to, assisting Members in selecting a primary care physician, processing Member

complaints and grievances, informing Members of the Health Plan's policies and procedures, providing Members with membership cards, providing Members with information about Health Plan, and providing Members with access to Health Plan's Provider Directory, updated from time to time, identifying the professional status, specialty, office address, and telephone number of Health Plan's contracted providers.

3.6 **Provider Services.** Health Plan will maintain a Provider Manual describing Health Plan's policies and procedures, Covered Services, limitations and exclusions, and coordination of benefits information. Health Plan will maintain a Provider Services Department available to educate Provider regarding Health Plan's policies and procedures. Health Plan's Provider Services Department will coordinate provider complaints and appeals (provider grievances) in accordance with the UMCC, 42 CFR §438.114, and Chapter 843, Subchapter G of TIC. (UMCC Att. B-1 §8.4.2, and 8.2.5.)

3.7 **Medical Director.** Health Plan will employ a physician as medical director who shall be responsible for the management of both the; (a) medical, and (b) medically-related scientific and technical aspects of Health Plan.

ARTICLE FOUR - TERM AND TERMINATION

4.1 **Term.** The term shall commence on the Effective Date indicated by Health Plan on the signature page of this Agreement and shall continue in effect for one year. Thereafter, the Agreement shall automatically renew for successive one (1) year terms unless and until terminated by either party in accordance with the provisions of this Agreement.

4.2 **Termination without Cause.** After the initial one-year term, this Agreement may be terminated without cause by either party on at least ninety (90) days' written notice to the other party.

4.3 **Termination with Cause.** In the event of a breach of any material provision of this Agreement, the party claiming the breach will give the other party written notice of termination setting forth the facts underlying its claim(s) that the other party has breached this Agreement. The party receiving the notice of termination shall have ninety (90) days from the date of receipt of such notice to remedy or cure the claimed breach to the satisfaction of the other party. During this ninety (90) day period, the parties agree to meet as reasonably necessary and to confer in good faith in an attempt to resolve the claimed breach. If the party receiving the notice of termination has not remedied or cured the breach within such ninety (90) day period, the party who provided the notice of termination shall have the right to immediately terminate this Agreement.

4.4 **Advisory Panel Review.** Before terminating this Agreement with cause, Health Plan shall provide a written explanation of the reasons for termination. On request, before the effective date of the termination and within a period not to exceed sixty (60) days, Provider is entitled to a review by an advisory review panel of Health Plan's proposed termination, except in a case involving: (a) imminent harm to patient health; (b) an action by a state

medical or dental board, another medical or dental licensing board, or another licensing board or government agency that effectively impairs the Provider's ability to practice medicine, dentistry, or another profession; or (c) fraud or malfeasance. (TIC §843.306; UMCC Att. B-1, §8.1.4.9.)

4.5 **Immediate Termination.** Notwithstanding the foregoing, Health Plan may immediately terminate this Agreement and transfer Member(s) to another provider by giving notice to Provider in the event of any of the following:

a. Provider's license or certificate to render health care services is limited, suspended or revoked, or disciplinary proceedings are commenced against Provider by the state licensing authority.
b. Provider fails to maintain insurance required by this Agreement.
c. Provider loses credentialed status.
d. Provider becomes insolvent or files a petition to declare bankruptcy or for reorganization under the bankruptcy laws of the United States, or a trustee in bankruptcy or receiver for Provider is appointed by appropriate authority.
e. If Provider is capitated and Health Plan determines Provider to be financially incapable of bearing capitation or other applicable risk-sharing compensation methodology.
f. Health Plan determines that Provider's facility and/or equipment is insufficient to render Covered Services to Members.
g. Provider is excluded from participation in Medicare and State Health Care Programs pursuant to Section 1128 of the Social Security Act or otherwise terminated as a provider by any state or federal health care program.
h. Provider engages in fraud or deception, or knowingly permits fraud or deception by another in connection with Provider's obligations under this Agreement.
i. Health Plan determines that health care services are not being properly provided, or arranged for, and that such failure poses a threat to Members' health and safety.
j. Provider violates the prohibition against gifts and gratuities set forth in Section 2.12.

4.6 **Member Notice.** Prior to the effective date of termination of this Agreement by either Provider or Health Plan, Health Plan shall provide reasonable advance notice to any Member who is assigned to Provider. (TIC §843.309.) Members may then be required to select another provider contracted with Health Plan prior to the effective date of termination.

ARTICLE FIVE - GENERAL PROVISIONS

5.1 **Indemnification.** Each party shall indemnify and hold harmless the other party and its officers, directors, shareholders, employees, agents and representatives from any and all liabilities, losses, damages, claims and expenses of any kind, including costs and attorneys' fees, which result from the duties and obligations of the indemnifying party and/or its officers, directors, shareholders, employees, agents, and representatives under this Agreement.

5.2 **Relationship of the Parties.** Nothing contained in this Agreement is intended to create, nor shall it be construed to create, any relationship between the parties other than that of independent parties contracting with each other solely for the purpose of effectuating the provisions of this Agreement. This Agreement is not intended to create a relationship of agency, representation, joint venture or employment between the parties. Nothing herein contained shall prevent any of the parties from entering into similar arrangements with other parties. Each of the parties shall maintain separate and independent management and shall be responsible for its own operations. Nothing contained in this Agreement is intended to create, nor shall it be construed to create, any right in any third party, including but not limited to Health Plan's Members. Nor shall any third party have any right to enforce the terms of this Agreement.

5.3 **Entire Agreement.** This Agreement, together with attachments and incorporated documents or materials, contains the entire agreement between Health Plan and Provider relating to the rights granted and obligations imposed by this Agreement. The UMCC shall be the guiding and controlling document when interpreting the terms of this Agreement. Any prior agreements, promises, negotiations, or representations, either oral or written, relating to the subject matter of this Agreement is of no force or effect.

5.4 **Severability.** If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

5.5 **Non-exclusivity.** This Agreement shall not be construed to be an exclusive Agreement between Health Plan and Provider. Nor shall it be deemed to be an Agreement requiring Health Plan to refer Members to Provider for health care services.

5.6 **Amendment.** Health Plan may, without Provider's consent, immediately amend this Agreement to maintain consistency and/or compliance with any state or federal law, policy, directive, or government sponsored program requirement. Health Plan may otherwise amend this Agreement upon thirty (30) days' prior written notice to Provider. If Provider does not deliver to Health Plan a written notice of rejection of the amendment within that thirty (30) day period, the amendment shall be deemed accepted by and shall be binding upon Provider.

5.7 **Assignment.** Provider may not assign, transfer, subcontract or delegate, in whole or in part, any rights, duties, or obligations under this Agreement without the prior written consent of Health Plan. Subject to the foregoing, this Agreement is binding upon, and inures to the benefit of Health Plan and Provider and their respective successors in interest and assigns. Neither the acquisition of Health Plan nor a change of its legal name shall be deemed an assignment.

5.8 **Dispute Resolution Process**

a. **Non-Claims Payment Related Disputes**

i. Provider shall submit any dispute (other than any dispute relating to payment or non-payment of a claim, which is subject to Section 2.9.o) to Health Plan in writing within sixty (60) days of when the issue arises.

ii. Provider shall submit such disputes to the attention of Health Plan's Provider Services Department.

b. **Health Plan Response**

i. Health Plan shall use best efforts to acknowledge by phone, e-mail or other writing, receipt of a dispute (other than any dispute relating to payment or non-payment of a claim, which is subject to Section 2.9.o) within seven (7) business days.

ii. Health Plan shall investigate and resolve disputes within thirty (30) days of Health Plan's receipt of Provider's written correspondence. (UMCC Att. B-1, §§.8.2.5.1; 8.2.5.2; 8.4.2.)

iii. Health Plan's decision regarding disputes shall be communicated within thirty (30) days of Health Plan's receipt of Provider's written correspondence requesting review. If additional time is required, Health Plan shall communicate this information to Provider within thirty (30) days. (UMCC Att. B-1, §8.4.2.)

5.9 **Arbitration**. Any claim or controversy arising out of or in connection with this Agreement shall be resolved, to the extent possible, within forty-five (45) days through informal meetings and discussions between appropriate representatives of the parties. Any remaining claim or controversy shall be resolved through binding arbitration conducted by a single arbitrator in accordance with the American Arbitration Association (AAA) Commercial Arbitration Rules, then in effect, in San Antonio, Texas; provided, however, matters that primarily involve Provider's professional competence or conduct shall not be eligible for arbitration. If possible, the arbitrator shall be an attorney with at least fifteen (15) years' experience, including at least five (5) years' experience in managed health care. The parties shall conduct a mandatory settlement conference at the initiation of arbitration, to be administered by AAA. The arbitrator shall have no authority to award damages or provide a remedy that would not be available to such prevailing party in a court of law or award punitive damages. Each party shall bear its own costs and expenses, including its own attorneys' fees, and shall bear an equal share of the arbitrator's and administrative fees. The parties agree to accept any decision by the arbitrator as a final determination of the matter in dispute, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. Arbitration must be initiated within (1) one year of the earlier of the date the claim or controversy arose, was discovered, or should have been discovered with reasonable diligence; otherwise it shall be deemed waived. The use of binding arbitration shall not preclude a request for equitable and injunctive relief made to a court of appropriate jurisdiction.

5.10 **Notice.** All notices required or permitted by this Agreement shall be in writing and may be delivered in person or may be sent by registered or certified mail or U.S. Postal Service Express Mail, with postage prepaid, or by Federal Express or other overnight courier that guarantees next day delivery, or by facsimile transmission, and shall be deemed sufficiently given if served in the manner specified in this Section. The addresses below shall be the particular party's address for delivery or mailing of notice purposes:

If to Health Plan:	If to Provider:
Molina Healthcare of Texas, Inc.	Legal Name: Hidalgo County Health Dept.
84 NE Loop 410, Suite 200	Street: 1304 S. 25th Ave
San Antonio, TX 78216	City, State, Zip: Edinburg, TX 78542
Fax: (210) 366-6570	Fax: (956)383-8864
Attn.: President	Attn: Lydia Serna,DON

The parties may change the names and addresses noted above through written notice in compliance with this Section. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark date. Notices delivered by U.S. Postal Service Express mail, Federal Express or overnight courier that guarantees next day delivery shall be deemed given twenty-four (24) hours after delivery of the notice to the United States Postal Service, Federal Express or overnight courier. If any notice is transmitted by facsimile transmission or similar means, the notice shall be deemed served or delivered upon telephone confirmation of receipt of the transmission, provided a copy is also delivered via delivery or mail.

5.11 **Attachments.** Each of the attachments identified below is hereby made a part of this Agreement:

Attachment A - Provider Identification Sheet
Attachment B - Definitions
Attachment C - Products/Programs
Attachment D - Compensation Schedule
Attachment E - State Laws & Regulations
Attachment F – Medicaid & CHIP Program Requirements
Attachment G – Medicare Program Requirements – Health Care Services
Attachment G-1 – Medicare Program Requirements – Delegated Services

SIGNATURE AUTHORIZATION

IN WITNESS WHEREOF, the parties hereto have agreed to and executed this Agreement by their officers thereunto duly authorized as of the Effective Date set forth by Health Plan below. The individual signing below on behalf of Provider acknowledges, warrants, and represents that said individual has the authority and proper authorization to execute this Agreement on behalf of Provider and its constituent providers, if any, and does so freely with the intent to fully bind Provider, and its constituent providers, if any, to the provisions of this Agreement.

_____(Provider) **Molina Healthcare of Texas, Inc.**

Provider Signature:		**Health Plan Signature:**	
Signatory Name (Printed):	Ramon Garcia	**Signatory Name (Printed):**	
Signatory Title (Printed):	Hidalgo County Judge	**Signatory Title (Printed):**	**President**
Signature Date:		**Signature Date:**	
		Effective Date:	**(To be completed by Health Plan)**

Provider or authorized representative's initials: _____

ATTACHMENT A

Provider Identification Sheet

Mark applicable category(ies) below. For those Providers representing multiple health care professional(s) or entity(ies), please check all the categories that apply.

☐ Primary Care Physician

☐ Specialist: type _____

☐ Medical Group/PA/IPA (a list of constituent members with their License No., TPIN, UPIN and DEA numbers is attached and incorporated herein)

☐ Ancillary Provider: type _____

☐ Pharmacy

☑ Other: type Public Health Medical Director

Please enter "N/A" for the following if not applicable or not available:

Provider Name	Dr. Ivan G Melendez	Billing Address: Hidalgo County Health Dept. 1304 S. 25th Ave Edinburg, TX 78542
Telephone No.	(956)383-6221	
Facsimile No.	(956)383-8864	
Email Address	ivanmelendez1960@hotmail.com	
Tax I.D. No.	746000717	
License No.	H5188 Texas Medical Board EXP 11/30/12	Physical Address (if different than above): 8 Clinic Sites See Attachment
Texas Provider Identification Number (TPIN)	1393506	
NPI (or UPIN if NPI not yet designated)	NPI: UPIN: 1568447233	
DEA No.	L0071956 EXP 06/30/2012	

(Use continuation pages if multiple providers under common ownership will submit bills under this Agreement)

I, the undersigned, am authorized to and do hereby verify the accuracy of the foregoing Provider information.

Provider Signature:	
Signatory Name (Printed):	Ivan G.Melendez
Signatory Title (Printed):	M.D.
Signature Date:	

Provider or authorized representative's initials: _____

ATTACHMENT A
Provider Identification Sheet Continuation Page

Use one or more continuation pages as necessary when multiple providers under common ownership (the Provider is signing on behalf of all of them) are expected to bill Health Plan under more than one TIN.

Provider Name	Shelia Pruitt-Orr	Billing Address: Hidalgo County Health Dept. 1304 S. 25th Ave Edinburg, TX 78542
Telephone No.	(956)383-6221	
Facsimile No.	(956)383-8864	
Email Address	shelia.pruitt-orr@hchd.org	
Tax I.D. No.	74-6000717	
License No.	(RN)52-2420 TX EXP 08/31/2012	Physical Address (if different than above): 8 Clinic Sites See Attachment
Texas Provider Identification Number (TPIN)	1393506	
NPI (or UPIN if NPI not yet designated)	NPI: UPIN: 1386974426	
DEA No.	N/A	

Provider Name	Leticia Escobedo	Billing Address: Hidalgo County Health Dept. 1304 S. 25th Ave Edinburg, TX 78542
Telephone No.	(956)383-2661	
Facsimile No.	(956)383-8864	
Email Address	leticia.escobedo@hchd.org	
Tax I.D. No.		
License No.	(RN)525273 TX EXP 09/30/2012 Esc1-0432-3652 EXP 06/30/2012	Physical Address (if different than above): 8 Clinic Sites See Attachment
Texas Provider Identification Number (TPIN)	1393506	
NPI (or UPIN if NPI not yet designated)	NPI: UPIN:	
DEA No.	N/A	

Provider Name		Billing Address:
Telephone No.		
Facsimile No.		
Email Address		
Tax I.D. No.		
License No.		Physical Address (if different than above):
Texas Provider Identification Number (TPIN)		
NPI (or UPIN if NPI not yet designated)	NPI: UPIN:	
DEA No.		

(Add additional Att. A continuation pages as needed).

Provider or authorized representative's initials: _____

CLINIC ADDRESSES & PHONE NUMBERS **REVISED CLINIC HOURS 08/24/2011**

FAX # 316-3491 **LAILA DELEON - R.N. SUPERVISOR**
EDINBURG CLINIC (956) 318-2040 **Mondays,Tuesdays ,Wednesdays**
3105 E. RICHARDSON 318-2041 **and Thursdays 7:30 am to 5:30 pm.**
EDINBURG, TEXAS 78539 318-2042 **Fridays 8:00 am to 5:00 pm.**

FAX # 262-7842 **LAURA REYES - R.N. SUPERVISOR**
ELSA CLINIC (956) 262-1141 **Mondays,Tuesdays, Wednesdays**
708 EDINBURG ST. 262-3491 **and Thursdays 7:30 am to 5:30 pm.**
ELSA, TEXAS 78543 **Fridays 8:00 am to 5:00 pm.**

FAX # 843-6672 **CECILIA LOPEZ - R.N. SUPERVISOR**
HIDALGO CLINIC (956) 843-7463 **Mondays, Tuesdays, Wednesdays**
702 E. TEXANO 843-2659 **and Thursdays 7:30 am to 5:30 pm.**
HIDALGO, TEXAS 78557 843-9864 **Fridays 8:00 am to 5:00 pm**

FAX # 618-5979 **NORMA GARZA - R.N. SUPERVISOR**
MCALLEN CLINIC (956) 682-6155 **Mondays,Tuesdays, Wednesdays**
300 E. HACKBERRY 682-6156 **and Thursdays 7:30 am to 5:30 pm**
MCALLEN, TEXAS 78501 682-6173 **Fridays 8:00 am to 5:00 pm.**
682-6174

FAX # 584-7144 **VICKY GARZA - R.N. SUPERVISOR**
MISSION CLINIC (956) 585-2461 **Mondays,Tuesdays, Wednesdays,**
211 N. SCHUERBACH RD. 585-2742 **and Thursdays 7:30 am to 5:30 pm**
MISSION, TEXAS 78572 585-6731 **Fridays 8:00 am to 5:00 pm**
585-2871

FAX # 783-6310 **LILIA VELASCO - R.N. SUPERVISOR**
PHARR CLINIC SUITE B (956) 787-1531 **Mondays,Tuesdays,Wednesdays,**
300 W. HALL ACRES 787-8031 **and Thursdays 7:30 am to 5:30 pm**
PHARR, TEXAS 78577 **Fridays 8:00 am to 5:00 pm**

FAX # 968-0085 **ELVA MURPHY - R.N. SUPERVISOR**
WESLACO CLINIC (956) 969-8332 **Mondays,Tuesdays,Wednesdays,**
1901 N. BRIDGE 968-7541 **and Thursdays 7:30 am to 5:30 pm**
WESLACO, TEXAS 78596 968-7542 **Fridays 8:00 am to 5:00 pm**

FAX # 318-2870 **JULIANA ALVAREZ OBREGON - R.N. SUPERVISOR**
PULMONARY CLINIC (956) 387-0118 **Monday -Thursday 7:30 am to 5:30 pm**
1304 S. 25TH 387-0120 **Friday 8:00 am to 5:00 pm**
EDINBURG, TEXAS 78539

ATTACHMENT B
Definitions

1. **Advance Directive** is a Member's written instructions, recognized under state law, relating to the provision of health care when the Member is not competent to make a health care decision as determined under state law. Examples of Advance Directives are living wills and durable powers of attorney for health care.

2. **Agreement** means this Provider Services Agreement, all attachments and incorporated documents or materials.

3. **Claim** means an invoice for services rendered to a Member by Provider, submitted in a format approved by Health Plan and with all service and encounter information required by Health Plan.

4. **Clean Claim** means a completed CMS 1500 or successor format including electronic equivalent submitted by Provider for health care services rendered to a Member that contains all of the applicable elements listed in the Provider Manual. (28 TAC §21.2803.)

5. **CMS** means the Centers for Medicare and Medicaid Services, an administrative agency of the United States Government, responsible for administering the Medicare program.

6. **CMS Agreement** means the Medicare Advantage contract between Health Plan and CMS.

7. **Covered Services** means those health care services that are Medically Necessary, are within the normal scope of practice and licensure of Provider, and are benefits of the Health Plan product or a Health Plan affiliate's product which covers the Member.

8. **Emergency Services** means inpatient and/or outpatient Covered Services furnished by a provider who is qualified to furnish such services that are needed to evaluate and stabilize a medical condition manifesting itself by acute symptoms of recent onset and sufficient severity (including severe pain), such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical care might result in:

    a. placing the patient's health in serious jeopardy;
    b. serious impairment to bodily functions;
    c. serious dysfunction of any bodily organ or part;
    d. serious disfigurement; or
    e. in the case of a pregnant woman, serious jeopardy to the health of the woman or her unborn child. (UMCC Att. A, §2.)

9. **Grievance Program** means the procedures established by Health Plan to timely address Enrollee and Provider complaints or grievances.

10. **Health Plan** means Molina Healthcare of Texas, Inc.

11. **HEDIS Studies** means Health Employer Data and Information Set.

12. **HHSC** means the Texas Health and Human Services Commission.

13. **IPA** means Independent Practice Association.

14. **Medicare** means the Hospital Insurance Plan (Part A) and the Supplementary Medical Insurance Plan (Part B) provided under Title XVIII of the Social Security Act, as amended.

15. **Medicare Advantage** means the managed care program established by the Medicare Modernization Act of 2003 to serve Medicare-eligible beneficiaries. Medicare Advantage plans generally cover Part A and Part B services and may also include Part D services.

16. **Medicare Advantage Special Needs Plan (MA-SNP)** means the managed care program established by the Medicare Modernization Act of 2003 which allows health plans to create specialized plans for beneficiaries who are eligible for Medicare and Medicaid.

17. **Member(s)** means a person(s) enrolled in one of Health Plan's benefit products or a Health Plan affiliate's benefit product and who is eligible to received Covered Services.

18. **Medically Necessary** means health care services that are:

    a. reasonable and necessary to prevent illnesses or medical conditions, or provide early screening, interventions, and/or treatments for conditions that cause suffering or pain, cause physical deformity or limitations in function, threaten to cause or worsen a handicap, cause illness or infirmity of a Member or endanger life;
    b. provided at appropriate facilities and at the appropriate levels of care for the treatment of a Member's health condition;
    c. consistent with health care practice guidelines and standards that are endorsed by professionally recognized health care organizations or governmental agencies;
    d. consistent with the diagnoses of the conditions;
    e. no more intrusive or restrictive than necessary to provide a proper balance of safety, effectiveness, and efficiency;
    f. are not experimental or investigative; and
    g. are not primarily for the convenience of the Member or Provider. (UMCC Att. A, §2.)

19. **PA** means a professional association organized under the Texas Professional Association Act (Article 1528f, Vernon's Texas Civil Statutes).

20. **Provider** means the person(s) and/or entity identified in the first paragraph and Attachment A. Where Provider is a PA, IPA or any other entity which under Texas law is permitted to enter the Agreement on behalf of one or more providers of professional services, Provider means and includes all constituent physicians, allied health professionals and staff persons who provide health care services to Members by and/or through the contracting entity. All of said persons are bound by the terms of this Agreement.

21. **Provider Manual** means the compilation of Health Plan policies, procedures, standards and specimen documents, as may be unilaterally amended or modified from time to time by Health Plan, that have been compiled by Health Plan for the use and instruction of Provider, and to which Provider must adhere.

22. **Quality Improvement Program** means the policies, procedures and systems developed by Health Plan for monitoring, assessing and improving the accessibility, quality and continuity of care provided to Members.

23. **TIC, TAC** means the Texas Insurance Code and Texas Administrative Code, respectively.

24. **Uniform Managed Care Contract Terms & Conditions ("UMCC")** means the contract that sets forth the terms and conditions for Health Plan's participation as a managed care organization in one or more of the programs administered by the Texas Health & Human Services Commission. The UMCC mandates that Health Plan include certain contract terms and conditions in all of its contracts with providers, including this Agreement.

25. **Uniform Managed Care Manual ("UMCM")** means the HHSC manual that defines procedures that STAR, CHIP and STAR+PLUS managed care organizations must follow in order to meet certain requirements in the UMCC and that provides interpretation on provisions in the UMCC that need clarification.

26. **Utilization Review and Management Program** means the policies, procedures and systems developed by Health Plan for monitoring the utilization of Covered Services by Members, including but not limited to under-utilization and over-utilization.

ATTACHMENT C
Products/Programs

Provider hereby elects to participate as a panel provider for each of the Health Plan products indicated below.

☑ STAR- **STAR or STAR Program** means the State of Texas Access Reform program and is administered through HMOs throughout the State of Texas. HHSC contracts with HMOs to provide, arrange, and coordinate preventive, primary, and acute care covered services to non-disabled, low-income children and families, and pregnant women, SSI and SSI- related adults and children who do not receive Medicare, pursuant to Title XIX of the Social Security Act and Texas Administrative Code, Title !, Part 15, Chapter 353.

☑ CHIP HMO - **Children's Health Insurance Program** or **CHIP** means the health insurance program authorized and funded pursuant to Title XXI, Social Security Act (42 U.S.C. §§ 1397aa-1397jj) and administered by HHSC. (UMCC Att. A, Article 2. Definitions).

☐ STAR+PLUS - **STAR+PLUS or STAR+PLUS Program** means the State of Texas Medicaid managed care program in which HHSC contracts with HMOs to provide, arrange, and coordinate preventive, primary, acute and long term care Covered Services to adult persons with disabilities and elderly persons age 65 and over who qualify for Medicaid through the SSI program and/or the MAO program. Children under age 21, who qualify for Medicaid through the SSI program, may voluntarily participate in the STAR+PLUS program. (UMCC Att. A, Article 2. Definitions)

☑ CHIP PERINATE - **CHIP Perinatal Program** means the State of Texas program in which HHSC contracts with HMOs to provide, arrange for, and coordinate Covered Services for enrolled CHIP Perinate and CHIP Perinate Newborn Members. Although the CHIP Perinatal Program is part of the CHIP Program, for Contract administration purposes it is identified independently in this Contract. An HMO must specifically contract with HHSC as a CHIP Perinatal HMO in order to participate in this part of the CHIP Program. (UMCC Att. A, Article 2. Definitions).

☑ Medicare Advantage (Molina Medicare Options)

☐ Medicare Advantage-Special Needs Plan (Molina Medicare Options Plus)

Provider or authorized representative's initials: _____

ATTACHMENT D
Compensation Schedule

Health Plan agrees to compensate Provider for Clean Claims for Covered Services rendered to Members, in accordance with Health Plan's programs as specified in Attachment C, on a fee-for-services basis, at the allowable amounts set forth below, less any applicable Member co-payments, deductibles, co-insurance, or amounts paid or to be paid by other liable third parties, if any:

STAR, CHIP HMO, CHIP PERINATE, and STAR+PLUS: Covered Services shall be paid at an amount equivalent to the payable rate under the State of Texas Medicaid Fee-For-Service Program fee schedule in effect on the date of service.

Notwithstanding the above, payment for Covered Services, including, but not limited to, certain Covered Services where there is no payment rate in the State of Texas Medicaid Fee-For-Service Program fee schedule as of the date(s) of service, shall not exceed an amount equivalent to the Medicare Fee-For-Service Program allowable payment rate (adjusted for locality or geography), as of the date of service.

Medicare Advantage (Molina Medicare Options) and MA-SNP (Molina Medicare Options Plus): Covered Services shall be paid at an amount equivalent to the Medicare Fee-For-Service Program allowable payment rates (adjusted for locality or geography), as of the date of service.

ATTACHMENT E
STATE LAWS & REGULATIONS

The following provisions are required by the Texas HMO Act and the regulations promulgated thereunder. The Agreement shall be automatically modified to conform to subsequent amendments to applicable statutes and regulations. Any purported modification to the Agreement that is inconsistent with applicable statutes and regulations is not effective.

1) ***Retaliation.*** Pursuant to Texas state law, Health Plan may not engage in retaliatory action, including refusal to renew or termination of a contract, against Provider because Provider has, on behalf of a Member, reasonably filed a complaint against Health Plan or appealed a decision of Health Plan. (28 TAC §11.901(a)(2).)

2) ***Continuity of Care.*** Unless termination of this Agreement is based upon reasons of medical competence or professional behavior, Health Plan shall have a continuing obligation to reimburse Provider for the treatment of a member with special circumstances, as defined in and in accordance with, applicable Texas law. (28 TAC §11.901(a)(3).)

3) ***Member Notice.*** Provider shall post in Provider's office a notice to Members on the process for resolving complaints with Health Plan. Such notice shall include the Texas Department of Insurance's toll-free telephone number for filing complaints. (28 TAC §11.901(a)(6).)

4) ***Podiatry.*** Providers who are podiatrists (i) may request Health Plan to provide, not later than the 30th day after the date of the request, a copy of coding guidelines and payment schedules applicable to the compensation that the podiatrist will receive under the Agreement; (ii) Health Plan may not unilaterally make material retroactive revisions to the coding guidelines and payment schedules applicable to the compensation that the podiatrist will receive under the Agreement; and (iii) may, while practicing within the scope of the law regulating podiatry, is/are permitted to furnish x-rays and nonprefabricated orthotics covered by a Member's health benefits plan. (TIC §843.311; 28 TAC §11.901(a)(13).)

5) ***Capitation.*** In the event Provider receives capitation, the language required by 28 TAC §11.901(a)(9), (10) is incorporated into this Agreement.

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Provider or authorized representative's initials: _____

ATTACHMENT F
MEDICAID & CHIP PROGRAM REQUIREMENTS

The following provisions are required by the Texas Medicaid and/or CHIP programs. The Agreement shall be automatically modified to conform to subsequent amendments to such program requirements. Any purported modification to the Agreement inconsistent with such program requirements is not effective.

1) ***Behavioral Health.*** To the extent Provider is a primary care physician:

Provider shall have screening and evaluation procedures for detection and treatment of, or referral for, any known or suspected behavioral health problems and disorders. (UMCC Att. B-1, §8.1.15.4.)

To the extent Provider provides inpatient psychiatric services:

Provider shall schedule Members for outpatient follow-up and/or continuing treatment prior to discharge. The outpatient treatment must occur within seven days from the date of discharge. Behavioral health providers must contact Members who have missed appointments within twenty-four (24) hours to reschedule appointments. (UMCC Att. B-1, §8.1.15.5.)

2) ***Early Childhood Intervention.*** Providers must cooperate and coordinate with local Early Childhood Intervention (ECI) programs to comply with federal and state requirements relating to the development, review and evaluation of Individual Family Service Plans (IFSP). Provider understands and agrees that any Medically Necessary health and behavioral health services contained in an IFSP must be provided to the Member in the amount, duration, scope and setting established in the IFSP. (UMCC Att. B-1, §8.1.9.)

3) ***Family Planning.*** To the extent this Agreement includes STAR:

a) If a Member requests contraceptive services or family planning services, Provider must also provide the Member counseling and education about family planning and available family planning services.
b) Provider shall not require parental consent for Members who are minors to receive family planning services.
c) Provider shall comply with state and federal laws and regulations governing Member confidentiality (including minors) when providing information on family planning services to Members. (UMCC Att. B-1, §8.2.2.2.)

4) ***Liability.*** In the event Health Plan becomes insolvent or ceases operations, Provider understands and agrees that its sole recourse against Health Plan will be through the Health Plan's bankruptcy, conservatorship, or receivership estate. (UMCC Att. A, §4.05(f).)

Provider or authorized representative's initials: _____

Provider understands and agrees that the Health Plan's Members may not be held liable for the Health Plan's debts in the event of the entity's insolvency. (UMCM, Ch 8.1, 37)

Provider understands and agrees that HHSC does not assume liability for the actions of, or judgments rendered against, Health Plan, its employees, agents or subcontractors. Further, Provider understands and agrees that there is no right of subrogation, contribution, or indemnification against HHSC for any duty owed to Provider by the Health Plan or any judgment rendered against the Health Plan. HHSC's liability to Provider, if any, will be governed by the Texas Tort Claims Act, as amended or modified (Tex. Civ. Pract. & Rem. Code §101.001 et seq.). (UMCC Att. A, §4.05(f).)

5) ***Marketing.*** Provider agrees to comply with HHSC's marketing policies and procedures, as set forth in the UMCC (which includes UMCM). (UMCC Att. B-1, §8.1.6, UMCM, Ch. 4.)

Provider is prohibited from engaging in direct marketing to enrollees that is designed to increase enrollment in a particular health plan. The prohibition should not constrain Providers from engaging in permissible marketing activities consistent with broad outreach objectives and application assistance. (UMCC Att. B-1, §8.1.6, UMCM Ch. 4.)

6) ***Medicaid Provider Agreement.*** Acute care providers serving Medicaid Members must enter into and maintain a Medicaid provider agreement with HHSC or its agent to participate in the Medicaid Program, and must have a Texas Provider Identification Number (TPIN). All Providers, both CHIP and Medicaid, must have a National Provider Identifier (NPI) in accordance with the timelines established in 45 C.F.R. Part 162, Subpart D (for most Providers, the NPI must be in place by May 23, 2007.) (UMCC Att. B-1, §8.1.4.)

7) ***Member Communications.*** Health Plan is prohibited from imposing restrictions upon Provider's free communication with a Member about the Member's medical conditions, treatment options, Health Plan referral policies, and other Health Plan policies, including financial incentives or arrangements and all managed care plans with whom Provider contracts. (UMCC Att. A, §7.02, and BBA §438.102.)

8) ***Primary Care Physicians (PCPs).*** To the extent Provider is a primary care physician:

a) Provider shall be accessible to Members 24 hours per day, 7 days per week. (UMCC Att. B-1, §8.1.4.)
b) Provider shall provide preventative care (i) to children under age 21 in accordance with AAP recommendations for CHIP Members and the THSteps periodicity schedule published in the THSteps Manual for Medicaid Members; and (ii) to adults in accordance with the U.S. Preventative Task Force requirements. (UMCC Att. B-1, §8.1.4.2.)
c) Provider shall assess the medical needs and behavioral health needs of Members for referral to specialty care providers and provide referrals as needed. PCPs must coordinate Members' care with specialty care providers after referral. (UMCC Att. B-1, §8.1.4.2.)

9) ***THSteps.*** Provider shall send all THSteps newborn screens to the Texas Department of State Health Services (DSHS), formerly the Texas Department of Health, Bureau of Laboratories or a DSHS-certified laboratory. Provider shall include detailed identifying information for all screened newborn Members and each Member's mother to allow HHSC to link the screens performed at the hospital with screens performed at the two-week follow-up. (UMCC Att. B-1, §8.2.2.3.)

10) ***Tuberculosis.*** Provider shall coordinate with the local tuberculosis (TB) control program to ensure that all Members with confirmed or suspected TB have a contact investigation and receive Directly Observed Therapy (DOT). Provider shall report to the Texas Department of State Health Services (DSHS) or the local TB control program any Member who is non-compliant, drug resistant, or who is or may be posing a public health threat. (UMCC Att. B-1, §8.2.2.6.)

11) ***Women, Infants and Children.*** Provider shall coordinate with the WIC Special Supplemental Nutrition Program to provide medical information necessary for WIC eligibility determinations, such as height, weight, hematocrit or hemoglobin. (UMCC Att. B-1, §8.1.10.)

***** THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK *****

Provider or authorized representative's initials: _____

ATTACHMENT G
MEDICARE PROGRAM REQUIREMENTS--HEALTH CARE SERVICES

This Attachment G sets forth Medicare program requirements that are hereby incorporated into contracts and/or agreements with Providers covering the provision of health care services. The Agreement and this attachment shall be automatically modified to conform to subsequent amendments to Medicare program requirements. In the event of any inconsistency between the terms of this attachment and the Agreement, the terms of this attachment shall control.

1. Downstream Compliance.

Provider agrees to require all of its downstream, related entity(s), and transferees that provide any services benefiting Health Plan's Medicare enrollees to agree in writing to all of the terms provided herein.

2. Right to Audit.

HHS, the Comptroller General, or their designees have the right to audit, evaluate, and inspect any books, contracts, records, including medical records and documentation that pertain to any aspect of services performed, reconciliation of benefit liabilities, and determination of amounts payable under Health Plan's contract with CMS, or as the Secretary may deem necessary to enforce Health Plan's contract with CMS. Provider agrees to make available, for the purposes specified in this paragraph, its premises, physical facilities and equipment, records relating to its Medicare enrollees, and any additional relevant information that CMS may require. HHS, the Comptroller General, or their designee's right to inspect, evaluate, and audit extends through ten (10) years from the end of the final contract period or completion of audit, whichever is later. (42 CFR 422.504(e)(2), 422.504(e)(3), 422.504(e)(4) and 422.504(i)(2)(ii).)

3. Confidentiality.

Provider shall comply with the confidentiality and enrollee record accuracy requirements set forth in 42 CFR 422.118. (42 CFR 422.504(a)(13).)

4. Hold Harmless/Cost Sharing.

Provider agrees that under no circumstance shall a Member be liable to the Provider for any sums owed by Health Plan to the Provider. Members who are dually eligible for Medicare and Medicaid shall not be held liable for Medicare Part A and B cost sharing when the State or another payor such as a Medicaid Managed Care Plan is responsible for paying such amounts. Provider agrees to accept payment from Health Plan as payment in full, or bill the appropriate responsible party, for any Medicare Part A and B cost sharing that is covered by Medicaid. (42 CFR 422.504(g)(1)(i).)

5. Delegation.

Health Plan may only delegate activities or functions to a first tier, downstream, or related entity, in a manner that is consistent with the provisions set forth in Attachment G-1. Any services or other activity performed by a first tier, downstream, or related entity in accordance with a contract or written agreement shall be consistent and comply with the Health Plan's contract with CMS. (42 CFR 422.504(i)(3)(iii) and 422.504(i)(4).)

6. Prompt Payment.

Health Plan and Provider agree that Health Plan shall pay all clean claims for services that are covered by Medicare within sixty (60) days of the date such claim is delivered by Provider to Health Plan and Health Plan determines such claim is complete/clean. Any claims for services that are covered by Medicare that are not submitted to Health Plan within six (6) months of providing the services that are subject of the claim shall not be eligible for payment, and Provider hereby waives any right to payment therefore. Health Plan reserves the right to deny any claims that are not in accordance with the Medicare Claims Processing Manual and Medicare rules for billing. (42 CFR 422.520(b).)

7. Reporting.

Provider agrees to provide relevant data to support Health Plan in complying with the requirements set forth in 42 CFR 422.516 and 42 CFR 422.310. (42 CFR 504(a)(8).)

8. Accountability.

Health Plan may only delegate activities or functions to a first tier, downstream, or related entity, in a manner that is consistent with the provisions set forth in Attachment G-1. (42 CFR 422.504(i)(3)(ii).)

9. Compliance with Medicare Laws and Regulations.

Provider shall comply with all applicable Medicare laws, regulations, and CMS instructions. (42 CFR 422.504(i)(4)(v).)

10. Benefit Continuation.

Provider agrees to provide for continuation of enrollee health care benefits (i) For all Members, for the duration of the period for which CMS has made payments to Health Plan for Medicare services; and (ii) for Members who are hospitalized on the date Health Plan's contract with CMS terminates, or, in the event of an insolvency, through discharge. (42 CFR 422.504(g)(2)(i), 422.504(g)(2)(ii) and 422.504(g)(3).)

ATTACHMENT G-1
MEDICARE PROGRAM REQUIREMENTS--DELEGATED SERVICES

This Attachment G-1 sets forth Medicare program requirements that are hereby incorporated into contracts and/or agreements that delegate to Provider responsibility for any management or administrative services. The Agreement and this attachment shall be automatically modified to conform to subsequent amendments to Medicare program requirements. In the event of any inconsistency between the terms of this attachment and the Agreement, the terms of this attachment shall control.

1. Downstream Compliance.

Provider agrees to require all of its downstream, related entity(s), and transferees that provide any services benefiting Health Plan's Medicare enrollees to agree in writing to all of the terms provided herein.

2. Medicare Compliance.

Provider shall comply with all applicable Medicare laws, regulations, and CMS instructions. (42 CFR 422.504(i)(4)(v).)

3. Confidentiality.

Provider shall comply with the confidentiality and enrollee record accuracy requirements set forth in 42 CFR 422.118. (42 CFR 422.504(a)(13).)

4. Right to Audit.

HHS, the Comptroller General, or their designees have the right to audit, evaluate, and inspect any books, contracts, records, including medical records and documentation that pertain to any aspect of services performed, reconciliation of benefit liabilities, and determination of amounts payable under the contract, or as the Secretary may deem necessary to enforce Health Plan's contract with CMS. Provider agrees to make available, for the purposes specified in this paragraph, its premises, physical facilities and equipment, records relating to its Medicare enrollees, and any additional relevant information that CMS may require. HHS, the Comptroller General, or their designee's right to inspect, evaluate, and audit extends through ten (10) years from the end of the final contract period or completion of audit, whichever is later. (42 CFR 422.504(e)(2), 422.504(e)(3), 422.504(e)(4) and 422.504(i)(2)(ii).)

5. Responsibilities and Reporting Arrangements.

The Agreement specifies the delegated activities and reporting responsibilities. To the extent applicable, Provider shall support Health Plan in complying with the reporting requirements set forth in 42 CFR 422.516 and 42 CFR 310 by providing relevant data . (42 CFR 504(a)(8).)

6. **Revocation of Delegated Activities.**

In the event CMS or Health Plan determines, in its sole discretion, that Provider has not performed the delegated activities or functions satisfactorily, the delegated activities shall be revoked upon not less than five (5) days prior written notice. (42 CFR 422.504(i)(4)(ii).)

7. **Accountability.**

Notwithstanding any relationship(s) Health Plan may have with first tier, downstream, and related entities, Health Plan maintains ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its contract with CMS. Any services or other activity performed by a first tier, downstream, or related entity in accordance with a contract or written agreement shall be consistent and comply with the Health Plan's contract with CMS. (42 CFR 422.504(i)(1) and 422.504(i)(3)(iii).)

8. **Credentialing.**

If Provider is delegated credentialing activities, Provider's credentialing process will be reviewed and approved by Health Plan, and such credentialing process will be audited by Health Plan on an ongoing basis; further, Provider agrees that its credentialing process will comply with all applicable NCQA standards. Health Plan retains the right to approve, suspend, or terminate any credentialing delegation arrangement. (422.504(i)(4) and 422.504(i)(5).)

9. **Monitoring.**

Notwithstanding any relationship(s) Health Plan may have with first tier, downstream, and related entities, Health Plan maintains ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its contract with CMS. Any services or other activity performed by a first tier, downstream, or related entity in accordance with a contract or written agreement shall be consistent and comply with the Health Plan's contractual obligations. Health Plan shall monitor the performance of first tier, downstream, and related entities. (42 CFR 422.504(i)(1) and 422.504(i)(4).)

10. **Further Requirements.**

Any services or other activity performed by a first tier, downstream, or related entity in accordance with a contract or written agreement shall be consistent and comply with Health Plan's contractual obligations. If Health Plan delegates selection of the providers, contractors, or subcontractor to another organization, Health Plan retains the right to approve, suspend, or terminate any such arrangement. (42 CFR 422.504(i)(3)(iii), 42 CFR 422.504(i)(4) and 42 CFR 422.504(i)(5).)

AI-30024 **10. A.**

CC REGULAR

Meeting Date: 12/12/2011

Submitted For: Richard Sunday **Submitted By:** Olga Garza, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Requesting approval to reimburse Richard Sunday in the amount of $1,944.00 for Fast Track Business Energy Professionals (BEP) Certification Training Course and Leadership in Energy and Environmental Design (LEED) Certification Course with authority for County Treasurer to issue check after auditing procedures are completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-419-40-220-001-0-584

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

BUDGETARY IMPACT:

Pending transfer (AI 29996).

Attachments

Backup

Affidavit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/06/2011 04:00 PM
Perla Lopez	Perla Lopez	12/07/2011 02:41 PM
Purchasing Department	Monica Badillo	12/09/2011 08:55 AM

Form Started By: Olga Garza Started On: 12/06/2011 03:14 PM

Final Approval Date: 12/09/2011

FACILITIES MANAGEMENT
County Of Hidalgo

14 November 2011

To: Mr. Valde Guerra, Exec. Dir.
Fr.: Rick Sunday, Infrastructure Systems Mgr.

Re: Benefits to the County, AEE BEP Certification

"In remembrance of those before us."

Dear Mr. Guerra,

As the County moves forward with its Energy Management Strategy and 5 Year Energy Plan, an Energy Manager will eventually be needed to evaluate, implement and manage projects related to the following:

- Energy Procurement, Utilization, Cost Reduction, and Management Strategies
- Energy Accounting
- Performance Contract Management
- Alternative Financing

These potential needs coincide with the curriculum for the Association of Energy Engineering's (AEE) "Business Energy Professional" (BEP) course which covers the following:

- Energy Fundamentals, Accounting, Codes, and Standards
- Green Buildings, LEED, and Energy Star
- Utility Rate Structures; Electricity and Gas Procurement
- Energy Economics and Financing
- Building Systems, Lighting, HVAC, and Industrial Systems
- Building Commissioning, Energy Measurement and Verification
- Energy Management Oversight and Energy Reduction Strategies

The benefits to the County of having me certified in Energy Management are as follows:

- Staff knowledge in Energy Management leading to Energy Cost Reductions
- Ability to guide and evaluate projects to assist the County in selecting options
- Capability of managing implementation leading to 10%-30% energy cost savings
- Achieve DOE Energy Star Ratings for Facilities which qualify after ERMs (Energy Reduction Measures) are implemented

STATE OF TEXAS

Currently, the County does not have anyone certified in this field of study. I humbly submit that the relatively low cost of $995 for the course tuition plus the $400 exam fee totaling $1,395 appears more than cost justified by the potential 10% electricity savings of $320,000 per year. Please note that the AEE BEP Certification differs from LEED accreditation in that the former is focused primarily on energy, while the latter includes other green, sustainable considerations in addition to energy.

Thank you for your consideration.

Respectfully,

Rick Sunday

3100 S. Bus. 281 ★ Edinburg, Texas 78539 ★ (956) 289-7850 ★ Fax (956) 318-2648

July 7, 2011

Mr. Richard Sunday
6716 N. 4th St.
McAllen, TX 78504

Dear Mr. Sunday,

Thank you for contacting AEE regarding Business Energy Professional (BEP) certification. The program was designed around putting the emphasis on energy management with a major concentration on the decision making process and understanding the impacts to an organizations bottom line. Energy Professionals need to understand the fundamental uses of energy, what technologies or processes could be utilized, how to conserve energy or reduce the energy costs to an organization, and how each of these impacts the business. All of these combined with the final goal of successfully getting projects executed. The BEP course was developed to complement the Certified Energy Manager Program along with expanding the areas of study to include all facets of energy management. The BEP course is written with a focus on the business side of energy management with less focus on the technical/calculation based course as is the CEM Program. With this focus it allows the energy manager to align all energy management goals/programs toward reaching the organization energy targets regardless of what that might be. Many professionals start with the BEP certification and as their analytical talents grow, they will pursue the CEM certification.

All BEP™ candidates are required to complete either the *Comprehensive 5-Day Training Program for Business Energy Professionals* live seminar (36 hours of training) at one of its scheduled locations, or the web-based seminar, *Fast Track BEP Certification Training Course for Business Energy Professionals* (12 hours in 6 two-hour online sessions) offered several times each year.

Fees for the BEP certification process are as follows:

- **Certification Application and Examination:**
  - **$300** if exam is taken in conjunction with AEE's 5-day live BEP training seminar
  - **$400** if exam is taken at an ACT remote testing center following completion of AEE's realtime online BEP training seminar
- **Seminar Registration:**
  - Live Seminar Option: **$1695 for AEE members / $1895 for non-AEE members**
  - Realtime Online Seminar Option: **$995 for AEE members / $1095 for non-AEE members**

Total #1,395

Sincerely,

Helen Ardavin

Helen Ardavin
Certification Director
Association of Energy Engineers

4025 Pleasantdale Road, Suite 420 ▪ Atlanta, Georgia USA 30340-4264 ▪ (770) 447-5083 ▪ Fax (770) 447-4354
www.aeecenter.org

October 11, 2011

Order Number: 10631

ID	Description	Qty	Price	Amount
1023	Fast Track BEP Certification Training Course for Business Energy Professionals Online Seminar Beginning Nov. 7, 2011	1	$995.00	$995.00
Subtotal				$995.00
+ 0% sales tax				$0.00
+ shipping & handling				$0.00
*** Total Amt				$995.00

Payment Method: Credit Card
Card: American Express ************3004
Name: Richard M Sunday

Billing Information

Member ID: 73623
Name: Mr. Richard M Sunday
Company: County of Hidalgo, Texas
Job Title: Infrastructure Systems Manager
Address: 5111 N. 10th St., #181

City: McAllen
State: TX
Zip: 78504
Country: USA
Phone: 956-874-4677
Fax: 956-318-2648
Email: r.sunday@hotmail.com
Gov't Price: No
Shipping Information

Name: Mr. Richard M Sunday
Company: County of Hidalgo, Texas
Job Title: Infrastructure Systems Manager
Address: Facilities Management Department
3100 S. Business 281
City: McAllen
State: TX
Zip: 78540
Country: USA
Phone: 956-457-6116
Fax: 956-318-2648
Email: richard.sunday@co.hidalgo.tx.us
Comments:
Member #73623
Registered P.E.: No
Registered Archtect: No
State:
License No.:
Your order is being processed. Any discounts will be reflected on the order confirmation. Should you have any questions about the billing, please reference order number (106310) when contacting us.

Thank you!

lauro.torres

From: Richard Sunday [richard.sunday@co.hidalgo.tx.us]
Sent: Thursday, November 17, 2011 12:25 PM
To: lauro.torres@co.hidalgo.tx.us
Subject: FW: BEP Exam Application Confirmation

Per chance you need additional documentation.

From: crystal@aeecenter.org [mailto:crystal@aeecenter.org]
Sent: Thursday, November 17, 2011 11:38 AM
To: richard.sunday@co.hidalgo.tx.us
Subject: BEP Application Confirmation

Association of Energy Engineers®
4025 Pleasantdale Road, Suite 420 | Atlanta, GA 30340
p (770) 447-5083 | f (770) 447-4354

Association of Energy Engineers BEP Certification Application Received
We will contact you regarding your application after it has been processed and approved.

Click here to view your certification status information.

Date: 11/17/2011 - 11:37 AM

AEE ID: 73623
Certification Type: BEP - Certified Business Energy Professional

Contact Information

Prefix:
Name: Richard Sunday
Job Title: Infrastructure Systems Mgr.
Company: County of Hidalgo, Texas
Address: 5111 N. 10th St. #181
City, State, Zip: McAllen, TX 78504
Phone: 956-874-4677
Fax:
Email: richard.sunday@co.hidalgo.tx.us

Test Location: Remote ACT Testing Center
Test Location Notes: McAllen, Texas 78501- apparently there is a test center on North Maint St.), just north of 495/Pecan Ave.

Select Your Qualifying Status
4-year Engineering or applicable degree or PE or RA & 2 years experience

If CEM, indicate number:

If qualifying using educational criteria, indicate your college(s), degree(s) and yea graduated:
Drexel University, Phila. PA- B.S. Commerce & Engineering, June 1987.

If qualifying using P.E. or R.A., indicate state(s) registered and license number(s):

Please indicate types(s) of applicable industry experience and specific years experience for each. Applicable experience includes business, marketing, management, and sales in the energy field.

From Sept. 2009 to current Nov. 2011, I have been directly responsible for managing utility payments, DOE Grant Cost Analyses, Interior Lighting System Engineering & Project Mgt., & HVAC Energy Efficiency Projects as the Infrastructure Systems Division Manager of Hidalgo County Facilities Mgt. Dept. (120 Facilities, 12 million sq. ft.) and memberof the County of Hidalgo 5 Year Energy Plan Committee.

I have registered for the required seminar.

Yes

I certify that the information I have provided is correct and agree to indemnify and hold harmless the Association of Energy Engineers (AEE), its contractors, the Certification Board, and those affiliated with AEE and its programs.

Yes, I agree

Payment Information

Fee Amount: 400
Method of Payment: American Express
Credit Card Number: **********3004
Expiration Date 05/2015

MEMBER LOG IN LOG OUT UPDATE PROFILE ABOUT AEE FOUNDATION CONTACT US SEARCH



WaterFurnace Smarter From the Ground Up

ENERGY SAVINGS
UP TO 70%

Click Here

HOME MEMBERSHIP CHAPTERS CERTIFICATIONS CONFERENCES SHOWS SEMINARS PUBLICATIONS JOBS RESOURCES AWARDS ADVERTISING

My Certifications

Log Out

My Information

AEE ID:	73623	**Phone:**	956-874-4677
Member Name:	Richard Sunday	**Fax:**	N/A
Title:	Infrastructure Systems Mgr.	**Email:**	richard.sunday@co.hidalgo.tx.us
Company Name:	County of Hidalgo, Texas	**Member Type:**	MEMB/A
Address:	5111 N. 10th St. #181 McAllen, TX 78504		

Pending Certification Applications

Certificate Type	Certificate ID	Status	Payment Info	Missing Documents
BEP		File not complete Exam Scheduled	American Express - $400.00	Test Scores College Transcripts Employment Verification

kWhOURS™

FACILITIES MANAGEMENT
County Of Hidalgo

14 November 2011

To: Mr. Valde Guerra, Exec. Dir.
Fr: Rick Sunday, Infrastructure Systems mgr.

Re: LEED Green Associate Accreditation

"In remembrance of those before us."

Dear Mr. Guerra,

The U.S. Green Building Council's (USGBC) stated mission is "to transform the way buildings and communities are designed, built and operated, enabling an environmentally and socially responsible, healthy and prosperous environment that improves the quality of life." Based upon the County's very positive experience with its first "green" building at Hall Acre's Rd, proper accreditation can potentially lead to formally obtaining USGBC "Leadership in Energy and Environmental Design" (LEED) certification for new and/or renovated buildings given the LEED Green Associate Accreditation requirements:

- Understanding and knowledge of the different LEED Rating Systems to include requirements for Sustainable Sites, Water Efficiency, Materials Resources, Energy & Atmosphere, Indoor Environmental Quality, Innovation in Design, & Regional Priority
- Understanding of strategies to achieve points toward the ratings to obtain LEED Certification

The LEED rating system distinguishes high performing buildings via a holistic approach to sustainability, with points earned for meeting various criteria. The USGBC Vision is "buildings and communities will regenerate and sustain the health and vitality of all life within a generation." To that end, LEED Certified buildings are more energy efficient than others and generally result in greater productivity of occupants.

Additional potential benefits to the County and the Community are as follows:

- Greater Community Connectivity and Alternative Transportation Development
- Protect/Restore Habitat, Brownfield Re-Development, Greenfield Development
- Greater Storm-water Control and Reduced Heat Island Effect
- Less Light Pollution, Greater Water Efficiency, Reduced Impact on Global Warming
- Optimal Energy Performance, Onsite Renewable Energy, Improved Thermal/Lighting Comfort
- Optimal Recycled Material Utilization, Recyclable Collection, and Reduced Landfill Impact
- Improved Indoor Air Quality, Increased Ventilation, Improved Chemical/Pollutant Source Control

LEED Green Associate Accreditation enables the County to engage in integrated project delivery whereby someone can manage such projects from conceptualization to completion. The energy cost reducing and productivity enhancing benefits may make sense given the nominal course fee of $299, plus the exam registration fee of $50, plus the exam fee of $200 totaling $549? Perhaps one successful LEED Certified facility renovation or construction project would more than pay for the personnel accreditation?

Thank you for your consideration.

Respectfully,

Rick Sunday

3100 S. Bus. 281 ★ Edinburg, Texas 78539 ★ (956) 289-7850 ★ Fax (956) 318-2648

From: everblue@everblueenergy.com [mailto:everblue@everblueenergy.com]
Sent: Friday, October 14, 2011 5:50 PM
To: richard.sunday@co.hidalgo.tx.us
Subject: Your Order at Everblue Training Institute

everblue
training institute

Everblue Training Institute

LEED Certification, BPI Training, Solar Training, Energy Auditor, RESNET HERs Rater

Everblue Training Institute
16735-A Cranlyn Rd #121
Huntersville, NC 28078
800-460-2575

Thanks for your order, Richard M!

Want to manage your order online?
If you need to check the status of your order, please visit our home page at Everblue Training Institute and click on "My account" in the menu or login with the following link:

https://www.everblue.edu/login

Purchasing Information:

E-mail Address: richard.sunday@co.hidalgo.tx.us

Billing Address:
COUNTY OF HIDALGO, TEXAS - FACILITIES MGT. DEPT.
RICHARD M SUNDAY
5111 N. 10TH ST. #181
MCALLEN, TX 78504

Billing Phone:
956-874-4677

Order Grand Total: **$299.00**

Payment Method: Credit card

Order Date: 10/14/2011

Order Summary:

Order #: 47078

Products Subtotal: $299.00

Total for this Order: $299.00

Products on order:

1 x LEED Green Associate Webinar - $299.00
SKU: LIVE-3846

- Session: Live Webinars, Online 25 Oct 2011

Where can I get help with reviewing my order?
To learn more about managing your orders on Everblue Training Institute, please visit our help page.

Please note: This e-mail message is an automated notification. Please do not reply to this message.

Thanks again for shopping with us.

Everblue Training Institute
LEED Certification, BPI Training, Solar Training, Energy Auditor, RESNET HERs Rater

EXAM APPLICATION

RICHARD M SUNDAY (GBCI Number: 10748328)

Credentialing Route: LEED Green Associate
App#: 186186 - Fee Rcvd/Under Review

Print Application

Certification Route:	LEED Green Associate	Application level:	Fee Rcvd/Under Review
Application Level Updated On:	11/9/2011		

Application Checklist

√ **Address and contact entered** [Update]

√ **LEED Green Associate eligibility requirement entered**

Student pricing not requested

Special testing accommodation not requested

√ **Payment of $50 received**

Address and Contact Information [Update]

Home Address:	400 N. 15th St. McAllen TX 78501 USA	Contact:	956-457-6116 - Work 956-874-4677 - Home rsunday@hidalgo.tx.gov
Business Address:	County of Hidalgo, Facilities Mgt. Dept. 3100 S. Bus. 281 PO Box 1356 Edinburg, TX 78540 USA		

LEED Green Associate Eligibility Requirement

I participated in a course entitled:	LEED Green Associate Exam Prep
From the provider:	Everblue
On this date:	11/09/2011
This course addresses green building principles or LEED because:	This 14 hour course provided an in-depth review of the LEED rating systems, the LEED credit categories, integrated project delivery and green building principles.

Attachment: [illegible]

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• Return to Previous Page

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EXAM APPLICATION

RICHARD M SUNDAY (GBCI Number: 10748828)

Step 2: Select Credentialing Route

LEED Green Associate
LEED AP with specialty

To be eligible for the LEED Green Associate credential, you must have previous experience supporting a project registered for LEED certification, working in a sustainable field of work, or attending an education program that addresses green building principles. Only one of these criteria is required to be met to demonstrate eligibility.

The LEED Green Associate exam is a 2-hour exam. **The LEED Green Associate exam is neither a prerequisite nor an eligibility requirement for the LEED AP or any other GBCI exam.**

Application fee: $50
Exam fee (per exam appointment): $150 for USGBC or CaGBC national members; $200 for non-members.

View more information about the LEED Green Associate credential.

I am eligible for the LEED Green Associate exam and would like to apply now.

I am NOT eligible for the LEED Green Associate exam and/or would NOT like to apply at this time.

Do you work for a Canada Green Building Council member company? If so, STOP, do not proceed and call GBCI at +1-202-828-1145 to confirm your membership status and receive the correct pricing on your exam fee before you complete your application.

☐ I plan on registering for the French language version of the LEED Green Associate exam.

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HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Richard Sunday, do hereby state that the item(s) listed on the invoice(s) named below
PURCHASER'S NAME
were purchased for the exclusive use of Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
	11/07/11	995.00-Course	Everblue Training Institute
	11/07/11	400.00-Exam	"
	11/07/11	299.00-Course	"
	11/07/11	50.00-Exam	"
	11/07/11	200-Exam	"
	TOTAL	$1944.00	

I further state that I was authorized to make such a purchase(s).

I therefore request reimbursement of this invoice (these invoices) from Hidalgo County and that payment be made payable to me.

SIGNATURE: Richard M. Sunday

TITLE: Infrastructure Systems Manager
PERSON MAKING PURCHASE

Before me Angela Garcia, a Notary Public, appeared Richard Sunday and on **h**is oath deposed and stated that the foregoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. ~~H~~ e / **S**he further stated **h**is / **s**___ requested payment of the same.

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

Angela Garcia
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

APPROVAL: **DEPARTMENT HEAD**

APPROVAL: **COUNTY AUDITOR**

COUNTY AUDITOR'S FORM: ARS-CA-004
REVISED: 11/23/2004

AI-29833 **11. A.**

CC REGULAR

Meeting Date: 12/12/2011

Submitted For: Rene Guerra, Criminal District Attorney

Submitted By: Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

1. Requesting to rescind a portion of agenda AI-28939 approved by CC on 10/11/11. The following "Salvage Property" will not be destroyed as previously requested but transferred to another law-enforcement agency.

Asset No.	Description	Serial No.
24308	Motorola Des Spectra-Radio	671ARW0098
24310	Motorola Des Spectra-Radio	671ARW0099
24311	Motorola Des Spectra-Radio	671ARW0096
24313	Motorola Des Spectra-Radio	671ARW0095
44493	Motorola Des Spectra-Radio	465AAL0210
44495	Motorola Des Spectra-Radio	465AAL0211
44497	Motorola Des Spectra-Radio	465AAL0212
44559	Motorola Des Spectra-Radio	465AAL0213

2. Requesting approval to accept the Memorandum of Understanding between the County of Hidalgo and through the Hidalgo County HIDTA Task Force and the following:
   a. City of Penitas
   b. Sullivan City Police Department
   c. City of La Joya Police Department
   d. County of Hidalgo and HIDTA Task Force

3. Authority to remove the following items from the Hidalgo County HIDTA Task Force inventory:

Asset No.	Description	Serial No.
38233	Bullet-Proof Vest Hi Lite Pro	501307291
38234	Bullet-Proof Vest Hi Lite Pro	501307290
38235	Bullet-Proof Vest Hi Lite Pro	501307295
38236	Bullet-Proof Vest Hi Lite Pro	501307293
38238	Bullet-Proof Vest Hi Lite Pro	501307296
38418	Bullet-Proof Vest Hi Lite Pro	601379149

BACKGROUND

All Memorandums of Understanding have been reviewed and approved by Rene Guerra, Hidalgo County District Attorney.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1291-412-00-270-003-1-423

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

BUDGETARY IMPACT:

CUSTODIAL 1-1291-412-00-270-003-1-423 Funds in the amount of $5,720.00 available as of 12/08/2011, to partially fund MOU for Janitorial Services.

As per Nelda Olivarez, HIDTA Grants Accountant, the difference of funds in the amount of $520.00, will be provided from the fiscal year 2012 HIDTA Task Force Grant funds (Acct. No. 2-1291-412-00-270-003-2-423), pending approval of grant scheduled for CC meeting on 05/30/12.

Attachments

MOU-City of Penitas

MOU-Sullivan City

MOU-City of La Joya

Hidalgo County-Janitorial Services

Back-up

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/06/2011 01:02 PM
Sylvia Solis	Sylvia Solis	12/08/2011 02:02 PM
Purchasing Department	Monica Badillo	12/09/2011 08:55 AM

Form Started By: Nelda Olivarez Started On: 11/22/2011 04:01 PM

Final Approval Date: 12/09/2011

STATE OF TEXAS)
)
COUNTY OF HIDALGO)

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into, by and between the **COUNTY OF HIDALGO, TEXAS by and through the HIDALGO COUNTY HIDTA TASK FORCE,** hereinafter called "HIDTA", and the **CITY OF PENITAS POLICE DEPARTMENT,** hereinafter called "City".

WITNESSETH:

WHEREAS, HIDTA has certain surplus equipment and City has a need for such surplus equipment which will be utilized in crime prevention and law enforcement (hereinafter "Equipment");

WHEREAS, HIDTA and City have common law enforcement and crime prevention goals and close government ties and the City has a need for such Equipment to continue their efforts;

WHEREAS, HIDTA purchased the Equipment with Federal Asset Forfeiture Program Funds (Equitable Sharing), and the transfer of Equipment is allowable under *The Guide to Equitable Sharing for State and Local Law Enforcement Agencies.*

NOW THEREFORE, to enhance cooperation amongst local law enforcement agencies and express their mutual commitment to crime prevention and law enforcement, HIDTA and City hereby agree as follows:

1. **EQUIPMENT SHARING: HIDTA** will permanently transfer to the City certain surplus designated Equipment owned by HIDTA which is identified as:

   A. Four (4) as-is Surveillance Vests (Point Blank DSV-Front opening Bullet-proof vest), which are outdated, have expired manufacturer's warranties (purchased in 2006 and are not recommended to use after five (5) years) and have outlived service life.

County Asset No.	Serial Number
1. 38233	501307291
2. 38234	501307290
3. 38235	501307295
4. 38236	501307293

B. Four as-is (4) Motorola Des Spectra Mobile Radios

County Asset No.	Serial Number
1. 24308	671ARW0098
2. 24310	671ARW0099
3. 24311	671ARW0096
4. 24313	671ARW0095

C. Four as-is (4) H99DX Astro Digital Spectra Portable Radios

County Asset No.	Serial Number
1. 44493	465AAL0210
2. 44495	465AAL0211
3. 44497	465AAL0212
4. 44559	465AAL0213

D. Two (2) as-is cameras

Description of Item	Serial Number
1. Sony Cyber-Shot Camera W/battery charger & camera case	9045366
2. Canon Power Shot A530 W/camera case	2822223609

E. One (1) as-is Digital Scale (HIDTA awarded Cause No. C-992-11-E)

Description of Item	Serial Number
1. Salter Brecknell Model#SB1100	409000065

2. **INDEMNITY**: TO THE EXTENT PERMITTED BY THE TEXAS CONSTITUTION AND LAWS OF THE STATE OF TEXAS, CITY, ITS PREDECESSORS, SUCCESSORS, AND ASSIGNS HEREBY RELEASE, RELINQUISH, AND DISCHARGE THE COUNTY OF HIDALGO, TEXAS, HIDTA, THEIR PREDECESSORS, ASSIGNS, LEGAL REPRESENTATIVES, AND FORMER, PRESENT AND FUTURE AGENTS, EMPLOYEES, DIRECTORS AND OFFICERS FROM ANY LIABILITY ARISING OUT OF THE USE OF THE SURPLUS EQUIPMENT (identified herein) FOR ANY INJURY, INCLUDING DEATH OR DAMAGE TO PERSONS OR TO PROPERTY WHERE SUCH DAMAGE IS SUSTAINED IN CONNECTION WITH OR ARISING OUT OF THE USE OF EQUIPMENT PROVIDED UNDER THIS AGREEMENT.

A. City will accept permanently transferred Equipment in "as-is" condition and acknowledges that HIDTA makes no warranty in any manner as to the fitness of the equipment for any purpose.

B. City will be responsible for all Equipment repairs and maintenance.

C. City agrees that Equipment shall be solely used for law enforcement purposes.

3. **TERMINATION:** This Agreement may be terminated by either party by giving thirty (30) days written notice via certified mail, return receipt requested to the other party hereto of the intention to terminate.

4. **LAW GOVERNING VENUE:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and, the obligations and undertakings of each of the parties to this Agreement shall be performable in Hidalgo County, Texas.

County will receive no compensation from CITY for any EQUIPMENT shared and/or transferred pursuant to this agreement. This agreement becomes effective on the Date it is signed by both parties.

COUNTY OF HIDALGO

By: _____ _____
Ramon Garcia, Hidalgo County Judge Date

By: _____ _____
Rene Guerra, Hidalgo County District Attorney Date

CITY OF PENITAS

By: _____ _____
Noe Cavazos, City Manager Date

APPROVED AS TO FORM
Hidalgo County District Attorney's Office
Josephine Ramirez Solis, Assistant DA

By :_____ Date: _____

STATE OF TEXAS)
)
COUNTY OF HIDALGO)

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into, by and between the **COUNTY OF HIDALGO, TEXAS by and through the HIDALGO COUNTY HIDTA TASK FORCE,** hereinafter called "HIDTA", and the **SULLIVAN CITY POLICE DEPARTMENT**, hereinafter called "City".

WITNESSETH:

WHEREAS, HIDTA has certain surplus equipment and City has a need for such surplus equipment which will be utilized in crime prevention and law enforcement (hereinafter "Equipment");

WHEREAS, HIDTA and City have common law enforcement and crime prevention goals and close government ties and the City has a need for such Equipment to continue their efforts;

WHEREAS, HIDTA purchased the Equipment with Federal Asset Forfeiture Program Funds (Equitable Sharing), and the transfer of Equipment is allowable under *The Guide to Equitable Sharing for State and Local Law Enforcement Agencies.*

NOW THEREFORE, to enhance cooperation amongst local law enforcement agencies and express their mutual commitment to crime prevention and law enforcement, HIDTA and City hereby agree as follows:

1. **EQUIPMENT SHARING: HIDTA** will permanently transfer to the City certain surplus designated Equipment owned by HIDTA which is identified as:

   A. Two (2) as-is Surveillance Vests (Point Blank DSV-Front opening Bullet-proof vest), which are outdated, have expired manufacturer's warranties (purchased in 2006 and are not recommended to use after five (5) years) and have outlived service life.

County Asset No.	Serial Number
1. 38238	501307296
2. 38418	601379149

B. One (1) P.A.C.A Body Armor (Point Blank front opening Bullet-proof vest), which is outdates, have expired manufacturer's Warranties, purchased in 2006 and is not recommended to use after five (5) years) and have outlived service life.

County Asset No.	Serial Number
1.	RC-529817

C. Two (2) P.A.C.A. Body Armor (Point Blank front opening Bullet-proof vest), purchased in 2009

County Asset No.	Serial Number
1.	RC-567007
2.	RC-567008

D. Two (2) as-is cameras

Description of Item	Serial Number
1. Sony Cyber-Shot Camera W/battery charger & camera case	6621585
2. Sony Cyber-Shot Camera W/camera case	525007

2. **INDEMNITY**: TO THE EXTENT PERMITTED BY THE TEXAS CONSTITUTION AND LAWS OF THE STATE OF TEXAS, CITY, ITS PREDECESSORS, SUCCESSORS, AND ASSIGNS HEREBY RELEASE, RELINQUISH, AND DISCHARGE THE COUNTY OF HIDALGO, TEXAS, HIDTA, THEIR PREDECESSORS, ASSIGNS, LEGAL REPRESENTATIVES, AND FORMER, PRESENT AND FUTURE AGENTS, EMPLOYEES, DIRECTORS AND OFFICERS FROM ANY LIABILITY ARISING OUT OF THE USE OF THE SURPLUS EQUIPMENT (identified herein) FOR ANY INJURY, INCLUDING DEATH OR DAMAGE TO PERSONS OR TO PROPERTY WHERE SUCH DAMAGE IS SUSTAINED IN CONNECTION WITH OR ARISING OUT OF THE USE OF EQUIPMENT PROVIDED UNDER THIS AGREEMENT.

A. City will accept permanently transferred Equipment in "as-is" condition and acknowledges that HIDTA makes no warranty in any manner as to the fitness of the equipment for any purpose.

B. City will be responsible for all Equipment repairs and maintenance.

C. City agrees that Equipment shall be solely used for law enforcement purposes.

3. **TERMINATION:** This Agreement may be terminated by either party by giving thirty (30) days written notice via certified mail, return receipt requested to the other party hereto of the intention to terminate.

4. **LAW GOVERNING VENUE:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and, the obligations and undertakings of each of the parties to this Agreement shall be performable in Hidalgo County, Texas.

County will receive no compensation from CITY for any EQUIPMENT shared and/or transferred pursuant to this agreement. This agreement becomes effective on the Date it is signed by both parties.

COUNTY OF HIDALGO

By: _____ _____
Ramon Garcia, Hidalgo County Judge Date

By: _____ _____
Rene Guerra, Hidalgo County District Attorney Date

SULLIVAN CITY

By: _____ _____
Julie Davila, City Manager Date

APPROVED AS TO FORM
Hidalgo County District Attorney's Office
Josephine Ramirez Solis, Assistant DA

By :_____ Date: _____

STATE OF TEXAS)
)
COUNTY OF HIDALGO)

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into, by and between the **COUNTY OF HIDALGO, TEXAS by and through the HIDALGO COUNTY HIDTA TASK FORCE**, hereinafter called "HIDTA", and the **CITY OF LA JOYA CITY POLICE DEPARTMENT**, hereinafter called "City".

WITNESSETH:

WHEREAS, HIDTA has certain surplus equipment and City has a need for such surplus equipment which will be utilized in crime prevention and law enforcement (hereinafter "Equipment");

WHEREAS, HIDTA and City have common law enforcement and crime prevention goals and close government ties and the City has a need for such Equipment to continue their efforts;

WHEREAS, HIDTA purchased the Equipment with Federal Asset Forfeiture Program Funds (Equitable Sharing), and the transfer of Equipment is allowable under *The Guide to Equitable Sharing for State and Local Law Enforcement Agencies.*

NOW THEREFORE, to enhance cooperation amongst local law enforcement agencies and express their mutual commitment to crime prevention and law enforcement, HIDTA and City hereby agree as follows:

1. **EQUIPMENT SHARING: HIDTA** will permanently transfer to the City certain surplus designated Equipment owned by HIDTA which is identified as:

A. Two (2) as-is cameras

Description of Item	Serial Number
1. Sony Cyber-Shot Camera W/battery charger & camera case	9022914
2. Canon Power Shot A530 Camera W/camera case	2722251846

2. **INDEMNITY**: TO THE EXTENT PERMITTED BY THE TEXAS CONSTITUTION AND LAWS OF THE STATE OF TEXAS, CITY, ITS PREDECESSORS, SUCCESSORS, AND ASSIGNS HEREBY RELEASE, RELINQUISH, AND DISCHARGE THE COUNTY OF HIDALGO, TEXAS, HIDTA, THEIR PREDECESSORS, ASSIGNS, LEGAL REPRESENTATIVES, AND FORMER, PRESENT AND FUTURE AGENTS, EMPLOYEES, DIRECTORS AND OFFICERS FROM ANY LIABILITY ARISING OUT OF THE USE OF THE SURPLUS EQUIPMENT (identified herein) FOR ANY INJURY, INCLUDING DEATH OR DAMAGE TO PERSONS OR TO PROPERTY WHERE SUCH DAMAGE IS SUSTAINED IN CONNECTION WITH OR ARISING OUT OF THE USE OF EQUIPMENT PROVIDED UNDER THIS AGREEMENT.

A. City will accept permanently transferred Equipment in "as-is" condition and acknowledges that HIDTA makes no warranty in any manner as to the fitness of the equipment for any purpose.

B. City will be responsible for all Equipment repairs and maintenance.

C. City agrees that Equipment shall be solely used for law enforcement purposes.

3. TERMINATION: This Agreement may be terminated by either party by giving thirty (30) days written notice via certified mail, return receipt requested to the other party hereto of the intention to terminate.

4. LAW GOVERNING VENUE: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and, the obligations and undertakings of each of the parties to this Agreement shall be performable in Hidalgo County, Texas.

County will receive no compensation from CITY for any EQUIPMENT shared and/or transferred pursuant to this agreement. This agreement becomes effective on the Date it is signed by both parties.

COUNTY OF HIDALGO

By: _____ _____
Ramon Garcia, Hidalgo County Judge Date

By: _____ _____
Rene Guerra, Hidalgo County District Attorney Date

CITY OF LA JOYA

By: _____ _____
Mike Alaniz, City Manager Date

APPROVED AS TO FORM
Hidalgo County District Attorney's Office
Josephine Ramirez Solis, Assistant DA

By :_____ Date: _____

STATE OF TEXAS §

COUNTY OF HIDALGO §

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF HIDALGO
AND
THE HIDALGO COUNTY HIDTA TASK FORCE

This Agreement is entered in by the **HIDALGO COUNTY HIDTA TASK FORCE** hereinafter referred to as **"HIDTA"** and the **COUNTY OF HIDALGO** hereinafter referred to as **"COUNTY"** for the purpose of the reimbursement of janitorial services, incurred by **HIDTA**.

WHEREAS, HIDTA and the **COUNTY** are located in close proximity and have close government ties; and

WHEREAS, HIDTA, located at 3100 South Closner, Foxtrot Building, Edinburg, Texas (the **"Building"**), and occupies four thousand three hundred and sixteen square feet (4,316 sq. ft.), would benefit from janitorial services as provided by the **COUNTY.**

NOW, THEREFORE, HIDTA and the **COUNTY,** in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. **COUNTY** agrees to perform janitorial services to the **Building** as further described in this Agreement.

2. **HIDTA** agrees to be solely responsible to **COUNTY** in the amount of Five Hundred Twenty and no/100th ($520.00) per month as consideration for janitorial services provided by **COUNTY**.

3. **HIDTA** agrees to reimburse **COUNTY** within the thirty (30) days of receipt of the invoice from **COUNTY.**

4. **Term.** This Agreement shall begin on January 1, 2012 and terminate on December 31, 2012.

5. **COUNTY** agrees to perform daily janitorial services in the office areas of the **Building** as follows:

- Emptying all wastebaskets and trash receptacles;
- Removing waste to designated areas;
- Sweeping and moping all hard surface floors as needed;
- Dusting or damp wiping desks and furniture;
- Spot cleaning all glass furniture, mirrors, and glass partitions;
- Vacuuming all carpeted areas.

6. **COUNTY** agrees to perform daily janitorial services in the restroom areas of the **Building** as follows:

- Damp wiping and polishing all restroom dispensers and refilling tissue, towels, and soap dispensers;
- Emptying, cleaning, and sanitizing, waste receptacles;
- Replacing all receptacle bags daily;
- Cleaning and polishing all restroom shelves, mirrors, and bright metals;
- Wet moping restroom floor with an odorless disinfectant solution with shine enhancer.

7. **HIDTA** and **COUNTY** will coordinate work schedules in order to provide for minimal disruption of operations of the **Building**.

8. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any (applicable law), present or future law, ordinance or administrative, executive, or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement . The Agreement shall be modified only to the extent necessary to conform to the applicable law bringing them within the legal requirements and only during the time such conflicts exists.

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

10. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement, in writing, executed by **COUNTY** and **HIDTA,** and not otherwise.

11. **Texas Law to Apply.** This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to **HIDTA:** Dora L. Munoz, Commander
Hidalgo County HIDTA Task Force
P.O. Box 5719
McAllen, Texas 78502

If to **COUNTY:** County of Hidalgo
Attention: Rene Ramirez, County Judge
P.O. Box 758
Edinburg, Texas 78540-0758

With copy to: Rene Guerra, County District Attorney
100 N. Closner
Edinburg, Texas 78539

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

13. **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.

14. **Authority to Execute.** The execution and performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

15. **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.

16. **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 thirty (30) 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 provision of Tex. Loc. Govt. Code Ann. 271.903.

17. **Severability.** Should any phrase, clause, sentence, or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been

stricken herefrom and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

WHEREAS, the life of this agreement becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing, by either party.

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

COUNTY OF HIDALGO

_____ _____

Ramon Garcia, Hidalgo County Judge Date

_____ _____

Rene Guerra, County District Attorney Date

APPROVED AS TO FORM
Hidalgo County District Attorney's Office
Josephine Ramirez Solis, Assistant DA

By:_____ Date: _____

HIDALGO COUNTY, TEXAS

PURCHASING DEPT. - FIXED ASSET DIVISION

SCHEDULE OF DEPRECIATION

FOR

DEPT. NO.	QTY	ASSET NO.	ASSET DESCRIPTION	ACQ. DATE	ACQ. COST	LIFE EXP. (Yrs)	SERIAL NUMBER	EST. DEPR. DATE	SALVAGE VALUE
270	1	24308	Motorola Des Spectra - Radio	12/17/91	3,000.00	10	671ARW0098	12/17/2001	$300.00
270	1	24310	Motorola Des Spectra - Radio	12/17/91	3,000.00	10	671ARW0099	12/17/2001	$300.00
270	1	24311	Motorola Des Spectra - Radio	12/17/91	3,000.00	10	671ARW0096	12/17/2001	$300.00
270	1	24313	Motorola Des Spectra - Radio	12/17/91	3,000.00	10	671ARW0095	12/17/2001	$300.00
270	1	44493	Motorola Des Spectra - Radio	07/31/00	3,677.24	10	465AAL0210	07/31/10	$367.72
270	1	44495	Motorola Des Spectra - Radio	07/31/00	3,677.24	10	465AAL0211	07/31/10	$367.72
270	1	44497	Motorola Des Spectra - Radio	07/31/00	3,677.24	10	465AAL0212	07/31/10	$367.72
270	1	44559	Motorola Des Spectra - Radio	07/31/00	3,677.24	10	465AAL0213	07/31/10	$367.72
270	1	38233	Bullet-Proof Vest Hi- Lite Pro	03/21/06	945.00	6	501307291	03/21/12	$94.50
270	1	38234	Bullet-Proof Vest Hi- Lite Pro	03/21/06	945.00	6	501307290	03/21/12	$94.50
270	1	38235	Bullet-Proof Vest Hi- Lite Pro	03/21/06	945.00	6	501307295	03/21/12	$94.50
270	1	38236	Bullet-Proof Vest Hi- Lite Pro	03/21/06	945.00	6	501307293	03/21/12	$94.50
270	1	38238	Bullet-Proof Vest Hi- Lite Pro	03/21/06	945.00	6	501307296	03/21/12	$94.50
270	1	38418	Bullet-Proof Concealable Vest	03/21/06	595.00	6	601379149	03/21/12	$59.50
14					**$ 32,028.96**				**$ 3,202.90**

AI-30035 **12. A.**

CC REGULAR

Meeting Date: 12/12/2011

Submitted For: Candace Armenta Submitted By: Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

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

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by the Precinct No. 3, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Years 18, 20, 23, 24 (2005, 2007, 2010, 2011) Precinct No. 3, Street Improvements for the re-construction of streets in Sullivan City and Precinct No. 3 area.

Firm	Grade	Ranked
Javier Hinojosa Engineering, Inc.	98.0	
Quintanilla Headley & Associates, Inc.	93.3	
Noe Garza Engineers, Inc.	89.6	

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of for the provision of engineering services for an Urban County Program – Hidalgo County Precinct No. 3, Street Improvements project which consists of the re-construction of streets in Sullivan City and the Precinct No. 3 area.

BACKGROUND

The three engineering firms rated from the County's approved "pool" are: Javier Hinojosa Engineering, Inc., Quintanilla, Headley and Associates, Inc., and Noe Garza Engineers, Inc. for the Precinct No. 3, Street Improvements for the re-construction of streets in Sullivan City and Precinct No. 3 area.

Funds Available: $ 8,334.54 - 2005 Precinct No.3 Street Improvement Funds (Recaptured)
$ 185,172.73 - 2007 Precinct No.3 Street Improvement Funds (Recaptured)
$ 480,147.66 - 2010 Precinct No.3 Street Improvement Funds (Forfeited)
$ 516,874.00 - 2011 Precinct No.3 Street Improvement Funds (Forfeited)

Total: **$1,190,528.93**

Fiscal Impact

FISCAL YEAR: ACCT. #: Urban County Funds

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Attachments

Grading Grid

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/07/2011 10:33 AM
Perla Lopez	Perla Lopez	12/07/2011 01:25 PM
Auditor's Office	Monica Badillo	12/09/2011 08:55 AM

Form Started By: Mary Flores Started On: 12/07/2011 08:21 AM

Final Approval Date: 12/09/2011

Precinct No.3
Engineering Services
Street Improvements
Year 18, 20, 23, 24 (2005, 2007, 2010, 2011)
Grading-Ranking Grid

Criteria	**Javier Hinojosa Engineering, Inc.**			**Quintanilla, Headley and Associates, Inc.**			**Noe Garza Engineers, Inc.**		
	Grader 1	**Grader 2**	**Grader 3**	**Grader 1**	**Grader 2**	**Grader 3**	**Grader 1**	**Grader 2**	**Grader 3**
Professional Qualifications of Team	**20**	**20**	**20**	**18**	**20**	**20**	**15**	**20**	**20**
Experience of Project Team	**24**	**25**	**22**	**21**	**24**	**20**	**20**	**22**	**18**
Experience/ Availability of Project Manager	**20**	**18**	**20**	**20**	**16**	**20**	**15**	**17**	**20**
Understanding of Project	**25**	**25**	**25**	**21**	**25**	**25**	**22**	**25**	**25**
Familiarity with Applicable Rules & Regulations	**10**	**10**	**10**	**10**	**10**	**10**	**10**	**10**	**10**
TOTALS	**99**	**98**	**97**	**90**	**95**	**95**	**82**	**94**	**93**
AVERAGES	**294÷3=98.0**			**280÷3=93.3**			**269÷3=89.6**		
RATING									

AI-30056 **12. B.**

CC REGULAR

Meeting Date: 12/12/2011

Submitted For: Monica Leal **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of the Hidalgo County Precinct No. 2 is requesting consideration and action to award and enter into a construction contract with Asago, LLC d/b/a Asago Construction (lowest base bid meeting all specifications and/or requirements) for the Street and Drainage Improvements Project located in the Hidalgo County Precinct No. 2 in the amount of $418,802.70 utilizing Years 21, 22, 23 & 24 (2008, 2009, 2010 & 2011) street improvement funds. The project consists of street and drainage improvements to South Tower Road.

BACKGROUND

Hidalgo County Precinct No. 2 has requested and received bids for their street and drainage improvements project. R. Gutierrez Engineering Corporation prepared specification packages and bids were received and opened at the Hidalgo County – Purchasing Department on November 30, 2011. After review the project engineer recommended Asago, LLC d/b/a Asago Construction, as the lowest of six (6) qualified bidders. (See attached recommendation letter from R. Gutierrez Engineering Corporation and copy of bid tabulations.)

Contractor: Asago, LLC d/b/a Asago Construction
Contract Amount: $418,802.70
Funds Available: $376,221.66 Years 21, 22, 23 & 24 (2008, 2009, 2010 & 2011) Street Improvements
Road & Bridge: $ 42,581.04 1-1339-431-00-122-031-0-731 Pct. No. 2
Total Available: $418,802.70

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County Year 21 (2008), Year 22 (2009), Year 23 (2010), and Year 24 (2011) Street Improvement Funds will be utilized for the street and drainage improvements to South Tower Road.

FISCAL YEAR: 2011 **ACCT. #:** 1-1339-431-00-122-031-0-731

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

BUDGETARY IMPACT:

Available funds as of 12/8/11 are $328,651.00

Attachments

Insurance

Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/07/2011 01:36 PM
Perla Lopez	Perla Lopez	12/08/2011 10:01 AM
Purchasing Department	Monica Badillo	12/09/2011 08:55 AM

Form Started By: Mary Flores Started On: 12/07/2011 11:52 AM

Final Approval Date: 12/09/2011

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/17/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Valley Insurance Provider
PO Drawer 3783
McAllen TX 78502

CONTACT NAME: Eliza Mendoza
PHONE (A/C, No, Ext): (956) 787-8536 FAX (A/C, No): (956) 787-7232
E-MAIL ADDRESS: emendoza@vip-ins.net
PRODUCER CUSTOMER ID #: 2509

INSURED
Asago, LLC
Asago Construction
2113 Pecos
Mission TX 78572-0000

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : FIRST MERCURY INSURANCE COMPANY	
INSURER B : AMERICAN FIRST INSURANCE COMPANY	
INSURER C : ROCKHILL INSURANCE COMPANY	
INSURER D : Essex Insurance Company	
INSURER E : Texas Mutual Fund Insuran	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 001 **REVISION NUMBER:** 001

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		FMTX008381	12/17/2010	12/17/2011	EACH OCCURRENCE	$	1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	50,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$	2,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC							$	
B	AUTOMOBILE LIABILITY			BA4981240	11/22/2011	11/22/2012	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$	
	[ ] ALL OWNED AUTOS						BODILY INJURY (Per accident)	$	
	[X] SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$	
	[ ] HIRED AUTOS							$	
	[ ] NON-OWNED AUTOS							$	
C	[ ] UMBRELLA LIAB [X] OCCUR			RXSLRU000560-00	12/17/2010	12/17/2011	EACH OCCURRENCE	$	1,000,000
	[X] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$	1,000,000
	[ ] DEDUCTIBLE							$	
	[ ] RETENTION $							$	
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			TSF0001134832	08/13/2011	08/13/2012	[X] WC STATU-TORY LIMITS [ ] OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
D	Contractors Equipment			IMD21800	12/17/2010	12/17/2011	TIV:$307,219 Theft Ded:$5,000		DED:2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project: South Tower Road

CERTIFICATE HOLDER

Hidalgo County Urban County Program
1916 TESORO BLVD
PHARR TX 78577-

CANCELLATION AI 000550

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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Hidalgo County

Precinct No. 2

HECTOR "TITO" PALACIOS
COUNTY COMMISSIONER

December 05, 2011

Ms. Diana R. Serna, Director
Hidalgo County
Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

Dear Ms. Serna:

Hidalgo County, Precinct 2 concurs with R. Gutierrez Engineering Corporation's recommendation to award **South Tower Road Improvement UCP Project** to the lowest bidder **Asago Construction** for a total bid (Base Bid Only, Alternates I & II will not be accepted) of **$418,802.70**.

We will be utilizing surplus funds we have in our street improvement work plans totaling **$426,170.54** from years 2008, 2009, 2010 and 2011 to complete this project.

Hidalgo County, Precinct 2 will be providing Base Material (Caliche) $51,591.16 and Hot Mix Material ($166,964.00), Material testing and any change orders that may arise via financing through it's Road & Bridge funds.

Should you or your staff have any questions, please contact my staff member, Eralio Palacios, at Office # 787-1891 or Cell # 457-5627.

I thank you in advance for the prompt attention given this matter.

Sincerely,

Hector "TITO" Palacios
Pct. 2 Commissioner

Cc: Project Files
Tony Barco, UCP Deputy Director
Monica Leal, UCP Project Coordinator I
Raul Silguero Jr., Pct. 2 Chief Administrator
Raul Lozano, Pct. 2 Executive Assistant IV
Yoli Cisneros, Administrative Assistant II

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: November 30, 2011 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Hidalgo County Precinct #2 – South Tower Road – Street & Drainage Improvements"

BID NO: 5008/09/10/11-92-0311-5000-9200-UCP-ML & 1-133-431-00-122-031-0-731

PROCUREMENT SPECIALIST:

Addendum # 1 Required

RFB NO.	Name of Company	Bid Price	Alternate No. 1 Price	Alternate No. 2 Price	Acknowledgement of Addendum	Bid Bond/ Cashier's Check Included
1.	E-Con Group, LLC	$582,580.10	$64,904.40	$236,633.20	✓	Included
2.	Asago Construction	$418,802.70	$71,935.71	$197,985.84	✓	Included
3.	REIM Construction Inc.	$616,103.29	$81,130.50	$272,660.40	N/A	Included
4.	Valley Paving Inc.	$610,185.70	$74,820.35	$262,016.00	✓	Included
5.	IOC Company	$493,413.85	$83,834.85	$260,378.40	✓	Included
6.	Saenz Utility Contractors, Ltd	$616,595.75	$78,426.15	$272,660.40	✓	Included
7.						
8.						

*TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED

CONSTRUCTION CONTRACT

This Agreement, entered into this **12TH** day of **December 2011** by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM,** joined by **Hidalgo County Precinct No. 2** (hereinafter called the "OWNER", acting herein through its **COUNTY JUDGE**, and **Asago, LLC d/b/a Asago Construction**, a corporation) of Mission, State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME:	**Hidalgo County Precinct No. 2 – Street Improvements – South Tower Road**
PROJECT #:	**5008/09/10/11-92-0311-5000-9200-UCP-ML & 1-1339-431-00-122-031-0-731**
PROJECT DESCRIPTION:	**"Hidalgo County Precinct No.2 – South Tower Road – Street and Drainage Improvements"**

hereinafter called the project, for the sum of **($418,802.70) Four hundred eighteen thousand, eight hundred two dollars and seventy cents,** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **R. Gutierrez Engineering Corporation** entitled the Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **150** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$ 200.00** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments

on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

_____
Contractor

Name of Firm: Asago, LLC d/b/a Asago Construction

Address: 2113 Pecos St.
Mission, TX 78572

Fed. I.D. #/S.S. 74-2821087

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the ____ day of _____, 20_____,

by _____, _____ of and on behalf of _____ .
(title) (a corporation) (a partnership) (an individual)

_____
Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

_____

_____
Diana R. Serna
Urban County Director

R. Gutierrez Engineering Corporation – Firm #486

December 2, 2011

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

RE: Recommendation for Award – Tower Road – El Gato Rd to Rancho Blanco Rd

Dear Commissioner Palacios:

On Wednesday, November 30, 2011, at 9:30 a.m. in the Hidalgo County Purchasing Department Conference Room, bids were opened and read aloud for the above captioned project. Five (5) bids were received for this project. The low responsive base bid was for **$418,802.70** from **Asago LLC** dba **Asago Construction,** from Mission, Texas.

Enclosed is a copy of the Plan Holders List, Bid Proposal Forms, and Bid Tabulation Form. We have reviewed the bids submitted and are recommending award of the contract base bid to the lowest responsive bidder being **Asago LLC** dba **Asago Construction,** from Mission, Texas, for **$418,802.70.**

We are recommending awarding of the Base Bid only. The Alternate No. 1 bid is for the contractor to supply the base material and his bid is **$71,935.71**. However, it is estimated that the County can supply the base material for **$51,591.16**. The County's cost is based on materials and hauling prices the County already has in place and the County will save money by doing this work themselves.

The Alternate No. 2 bid is for the contractor to supply and construct the hot-mix surface course. The contractors bid for this work is **$197,985.84**. It is estimated that the County can supply and construct the hot-mix surface course for **$166,964.00**. The County's cost is based on materials and hauling prices that County already has in place and on equipment rental rates provided by the County.

A spreadsheet showing the evaluation of the alternates is attached. If you require our assistance please do not hesitate to call us. We are ready to assist you in making this project a success. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,

Ramiro Gutierrez, P.E.
President

Encl

cc: Project Files

130 E. Park – Pharr, TX 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – E-mail: rgutierrez@rgutierrezengineering.com

AI-30049 **12. C.**

CC REGULAR

Meeting Date: 12/12/2011

Submitted For: Monica Leal **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of Hidalgo County Precinct No. 2, is requesting authority to purchase playground equipment for the Lopezville Park. Purchase and installation will be completed by The PlayWell Group (contract # 346-10) an approved vendor through Hidalgo County's membership and participation with Buy Board. The total amount of playground equipment is $63,242.07 (quotes attached hereto), to include shipping, handling, installation and discounts as requested by the Hidalgo County Precinct No. 2 for the Lopezville Park utilizing UCP FY's 22 & 23 (2009 & 2010) Parks, Recreational Facilities line item.

BACKGROUND

The playground equipment purchased will be utilized at the Lopezville Park. See attached quote.

Vendor:	The PlayWell Group, Inc.
Purchase Amount:	$63,242.07
Funds Available:	$128,675.39 FY's 22 & 23 (2009 & 2010) Parks, Recreational Facilities

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County Year 22 (2009) & Year 23 (2010) Precinct #2 Parks, Recreational Facilities funds will be utilized for the purchase of playground equipment.

Attachments

Precinct No. 2 Lopezville Park

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/07/2011 10:37 AM
Perla Lopez	Perla Lopez	12/07/2011 02:16 PM
Purchasing Department	Monica Badillo	12/09/2011 08:55 AM

Form Started By: Mary Flores Started On: 12/07/2011 10:07 AM

Final Approval Date: 12/09/2011

COUNTY OF HIDALGO -URBAN COUNTY PROGRAM

Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase

Name of Coopertive: The PlayWell Group, Inc. **Person Contacted:** Dan Libby

Purchase #: 01 **Vendor Name:** The PlayWell Group **Contract #:** 346-10 **Expires:** 09/30/2013 **Phone #:** (956) 342-4647

Quantity	Description of Items	Price per Unit	Total Amount
1	Playworld 3.5" Arch Swing	$ 1,296.28	$ 1,296.28
1	3.5" Arch Swing Add-A-Bay	$ 879.52	$ 879.52
1	2-12 Year Old Risk Management Sign	$ 525.32	$ 525.32
1	Playground Rules Risk Management Sign	$ 525.32	$ 525.32
1	Playworld Infant Seat W/Galvanized Chain	$ 168.36	$ 168.36
1	Playworkd ADA Swing Seat	$ 515.20	$ 515.20
1	Playworld Fall Sale Challenger	$ 8,698.00	$ 8,698.00
1	Playworld Challenger	$ 17,922.00	$ 17,922.00
1	Shipping and Handling	$ 6,455.49	$ 6,455.49
4	PW Athletic Dbl Rim Break Away Goal (186X4=744.00-disc of 59.52=684.48)	$ 171.12	$ 684.48
4	Vinyl Cable Net (38X4=152.00 less discount of 12.16=139.84	$ 34.96	$ 139.84
1	Shipping and Handling	$ 275.68	$ 275.68
172	Safesurf Engineered Wood Fiber (172 X 17.33/cy = 2,980.76 less Disc of 297.56 = $2,683.20	$ 15.60	$ 2,683.20
64	SafeSurf 4' Timbers W/Spikes (64 X 34.00/cy = 2,176.00 less Disc of 217.60 = $1,958.40	$ 30.60	$ 1,958.40
1	SafeSurf Handicap Ramp	$ 750.60	$ 750.60
1	Geo Fabric 2700 Sq Ft Per Roll	$ 360.00	$ 360.00
1	SafeSurf Geofabric 1350 Sq Ft per roll	$ 216.00	$ 216.00
1	Shipping and Handling	$ 5,807.73	$ 5,807.73
1	Installation of (2) Play Systems,	$ 13,380.65	$ 13,380.65
		Grand Total	**$ 63,242.07**

Recommendation: Hidalgo County, Precinct 2 is recommending making the following purchase from this buy board vendor and at this time is requesting a PO #.

Requested by: *Earl Palacios* **Date:** 12/06/2011 **UCP Approval:** **Date:** 12/07/11

Earl Palacios

DEC 6 2011

UCA-5 Revised June 2009

The PlayWell Group

Toll free: (800) 726-1816 **Free Fax: (800) 560-9150**

New Mexico
9430 San Mateo., NE, Unit G
Albuquerque, NM 87113
(505) 899-1762

Texas
4743 Iberia Ave., Suite C
Dallas, TX 75207
(972) 488-9355

Hidalgo County Precinct 2
Charlie Contereas
301 E State
PHARR TX 78577
UNITED STATES
Tel: (956)-787-1891
Fax: (956)-787-4683

12/2/2011

TERMS AND CONDITIONS

PRICES AND PROJECT QUOTATION
PRICES shown in all of our Quotations are subject to change without notice. All shipments are subject to price in effect at time of shipment. QUOTATION: Is for acceptance within a maximum of 30 days from date of Quotation and prices are guaranteed only for materials which can be scheduled and shipped within one year from date of quotation.

TERMS, TAXES AND INVOICES
TERMS: All invoices are due net within 30 days. If legal action is necessary to enforce payment, purchaser will pay any court costs and reasonable attorney fees.

Full payment is required on material ordered under $1000.00, no exceptions. Visa, MasterCard, and American Express accepted. Please disregard if you have established prior credit with us.

FREIGHT AND DELIVERY
All shipment is F.O.B Factory, except where specifically stated otherwise. Delivery of materials is six weeks from the order date, plus a few days for transit. Every effort is made to comply with scheduled shipping dates: The PlayWell Group, Inc. is not liable for any loss or damage arising out of delay in delivery of any of its materials due to causes beyond the control of the Company.

RETURNED GOODS AND/OR CANCELLATION
No material shall be returned without written permission. When granted, no credit will be issued until purchaser supplies correct invoice number and date covering original shipment or material. All credits, when issued, are subject to 25% restocking charge; and charges necessary to put the material back in saleable condition, any outgoing freight charges paid by The PlayWell Group, Inc. Orders cancelled prior to shipment will be charged 10% of the material price. Once the material has been installed, no refund will be granted.

STATE OF TEXAS HISTORICALLY
Underutilized Business Certification - The PlayWell Group, Inc. is certified by the Texas Building & Procurement Commission as an Historically Underutilized Business (HUB). A copy of the certificate is available upon request.

INSTALLATION NOT INCLUDED
Installation/Prices are not included on this Quotation. A separate installation quotation must be included with your order if installation is required.

Material will be ordered immediately upon receipt of written approval. Please fax all pages included color choices, if necessary and confirm shipping address.

QUOTE #:_____ DATE:_____

SIGNATURE: _____

The PlayWell Group

Toll free: (800) 726-1816 **Free Fax: (800) 560-9150**

New Mexico
9430 San Mateo., NE, Unit G
Albuquerque, NM 87113
(505) 899-1762

Texas
4743 Iberia Ave., Suite C
Dallas, TX 75207
(972) 488-9355

QUOTATION

SQ-27040 12/2/2011

Customer	Contact	Ship To
Hidalgo County Precinct 2 301 E State PHARR TX 78577 UNITED STATES	Hidalgo County Precinct 2 Charlie Contereas 301 E State PHARR TX 78577 UNITED STATES Tel: (956)-787-1891 Fax: (956)-787-4683	The PlayWell Group/Hwy 107 Hidalgo Cty Prect. 2/ Lopezville Park GAS Enterprise Al Perez ELSA TX 78543 UNITED STATES Tel: (956)-239-3586 Fax: (956)-787-4683

Account	Terms	Due Date	Account Rep	Schedule Date
1581	NET 30	1/2/2011	Dan Libby	

Quotation	PO #	Reference	Ship VIA
SQ-27040		18505	Default Carrier

L	Item	Description	Qty	Price	UM	Discount	Amount
1	BuyBoard	BUYBOARD	1	$0.00	EA		$0.00
2		This is a BuyBoard Purchasing Cooperative Quote. Pricing Reflects BuyBoard Discounts As Listed On Web Site www.buyboard.com Under The Vendor Listing For The PlayWell Group, Inc.Contract # 346-10. Expires 09/30/2012					
3	PWS-SWG-ARC-350	Playworld 3.5" Arch Swing	1	$1,409.00	EA	$112.72	$1,296.28
4	PWS-SWG-ARC350A	3.5" Arch Swing Add-A-Bay	1	$956.00	EA	$76.48	$879.52
5	PWS-ZZXX0185	2-12 Year Old Risk Management Sign	1	$571.00	EA	$45.68	$525.32
6	PWS-ZZXX0195	Playground Rules Risk Management Sign	1	$571.00	EA	$45.68	$525.32
7	PWS-ZZXX0265	Playworld Infant Seat W/Galvanized Chain	1	$183.00	EA	$14.64	$168.36
8	PWS-ZZXX0224	Playworld ADA Swing Seat	1	$560.00	EA	$44.80	$515.20
9	PWSFS11-PFS1159	Playworld Fall Sale Challenger	1	$11,941.00	EA	$3,243.00	$8,698.00
10	PWSFS11-PFS1151	Playworld Challenger	1	$27,718.00	EA	$9,796.00	$17,922.00
11	YRC-DIRECT	Shipping & Handling	1	$6,455.49	EA		$6,455.49
12	PWA-41	PW Athletic Dbl Rim Break Away Goal	4	$186.00	EA	$59.52	$684.48
13	PWA-36	Vinyl Cable Net	4	$38.00	EA	$12.16	$139.84
14	SH	Shipping & Handling	1	$275.68	EA		$275.68
15	SSI-FIBER	Safesurf Engineered Wood Fiber	172	$17.33	CY	$297.56	$2,683.20
16	SSI-TIMBER	SafeSurf 4' Timbers W/Spikes	64	$34.00	EA	$217.60	$1,958.40
17	SSI-RAMP	SafeSurf Handicap Ramp	1	$834.00	EA	$83.40	$750.60
18	SSI-GEO-2700	Geo Fabric 2700 sf per roll	1	$360.00	EA		$360.00

This Quotation is good for 30 Days from the date listed above. We appreciate the opportunity to quote and look forward to serving your needs. To order, please fax this signed form including color choices, if necessary, and confirm the shipping address. This ship date is approximate. We reserve the right to change and collect interest in the amount of 1.5% per month if payment is not received in full in accordance with the terms set forth. Play Safely and PlayWell.

Sub Total $43,837.69

Customer PO No. _____

Approved By: _____ Date: _____

The PlayWell Group

Toll free: (800) 726-1816 **Free Fax: (800) 560-9150**

New Mexico
9430 San Mateo., NE, Unit G
Albuquerque, NM 87113
(505) 899-1762

Texas
4743 Iberia Ave., Suite C
Dallas, TX 75207
(972) 488-9355

QUOTATION

SQ-27040 12/2/2011

Customer	Contact	Ship To
Hidalgo County Precinct 2 301 E State PHARR TX 78577 UNITED STATES	Hidalgo County Precinct 2 Charlie Contereas 301 E State PHARR TX 78577 UNITED STATES Tel: (956)-787-1891 Fax: (956)-787-4683	The PlayWell Group/Hwy 107 Hidalgo Cty Prect. 2/ Lopezville Park GAS Enterprise Al Perez ELSA TX 78543 UNITED STATES Tel: (956)-239-3586 Fax: (956)-787-4683

Account	Terms	Due Date	Account Rep	Schedule Date
1581	NET 30	1/2/2011	Dan Libby	

Quotation	PO #	Reference	Ship VIA
SQ-27040		18505	Default Carrier

L	Item	Description	Qty	Price	UM	Discount	Amount
19	SSI-GEO-1350	Safesurf Geofabric 1350 sf per Roll	1	$216.00	EA		$216.00
20	SH	Shipping & Handling	1	$5,807.73	EA		$5,807.73
21	INSTALLATION	Installation of (2) Play Systems, Swings, Signs, Wood Fiber, Timbers & Geofab. Includes Receiving, Unloading, Storage of Material, Trash Bin and Temporary Fencing	1	$13,380.65	EA		$13,380.65

This Quotation is good for 30 Days from the date listed above. We appreciate the opportunity to quote and look forward to serving your needs. To order, please fax this signed form including color choices, if necessary, and confirm the shipping address. This ship date is approximate. We reserve the right to change and collect interest in the amount of 1.5% per month if payment is not received in full in accordance with the terms set forth. Play Safely and PlayWell.

Tax Details
EXEMPT $0.000

Taxable	$0.00
Total Tax	$0.00
Exempt	$63,242.07
Total	$63,242.07
Balance	$63,242.07

Customer PO No. _____

Approved By: _____ Date: _____

Monica Leal

From: Connie Burkett [Connie.Burkett@tasb.org]
Sent: Thursday, November 17, 2011 8:43 AM
To: 'Monica Leal'
Cc: 'Oscar Garza'
Subject: RE: Verification of Buy Board Prices
Attachments: Playwell_Playworks.pdf

Monica:

The pricing and information provided from both The Playwell Group and PlayWorks Inc are in accordance with BuyBoard contract 346-10.
Please see the attached vendor information page available at www.buyboard.com.

Respectfully,

Connie W. Burkett, CTPM
Purchasing / Marketing Specialist
Service Representative
Regions 8, 9, 10, 11, 14
Phone: 800-695-2919, ext 7152
Fax: 800-211-5454

BuyBoard® Cooperative Purchasing

From: Monica Leal [mailto:monica.leal@ucp.co.hidalgo.tx.us]
Sent: Wednesday, November 16, 2011 9:20 AM
To: Connie Burkett
Subject: Verification of Buy Board Prices

Good Morning Ms. Burkett,

Can you please assist me with informing me if the prices that the vendor (PlayWorks, Inc.) has provided to Urban County Program are Buy Board prices? I attached quote from PlayWorks, Inc. (Buy Board contract #346-10). We are Buy Board members thru Hidalgo County.

I greatly appreciate your assistance in this matter.

Respectfully,

Monica Leal
Program Coordinator 1
Urban County Program
956-787-8127 office
956-787-5291 fax

Vendor Contract Information

Proposal Documents | Back

Vendor: The Playwell Group, Inc.
Address: 4743 Iberia Avenue, Ste C
Dallas, TX 75207
Phone: (800) 726-1816
Contact: Claudia Wolosz
Email: claudia@playwellgroup.com
Website: www.playwellgroup.com
Federal ID: 75-2658108
Accepts RFQs: Yes
Contract: Parks, Recreation & Field Lighting Products & Installation #346-10
Effective Date: 10/1/2010
Expiration Date: 9/30/2013
Payment Terms: Net 30 days
Delivery Days: 75
Shipping Terms: Freight prepaid by vendor and added to invoice
Freight Terms: FOB Shipping Point
Ship Via: Common Carrier
Quote Reference Number:
346-10
Regions Served: All Texas Regions
States Served: Arkansas, New Mexico, Texas
Return Policy: 30 days if not installed, restocking fee.
Additional Dealers: Installation work is performed by Playworks, Inc.

[Log Out]

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ALL RIGHTS RESERVED

Hidalgo County Commissioners Court has granted approval to utilize the listed awarded cooperative vendors thru December 31, 2011 however the contract terms for each vendor are listed to the last column. Prior to utilizing approved vendors make sure contracts are effective. Thank you!

Purchasing Department
"EXHIBIT A"

TASB Buy Board;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	American Tire Distributor Formerly known as Gray's Wholesale Tire	Tires, Tubes & Automotive Parts, Supplies & Equipment	307-08	12/01/2008 - 11/30/2011
	Audio Visual Aids	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
10/11/2011	Automated Logic	Trade Services & Labor for Electrical, Plumbing & HVAC	375-11	6/1/2011-5/31/2014
	B&H Photo-Video Pro Audio Inc.	Stage Curtains , Lighting & Stage / Stadium Sound Systems	331-09	11/01/2009 - 10/31/2012
	BSN Sports	Athletic & PE Supplies & Heavy Duty Exercise Equipment	336-10	4/1/2010 - 3/31/2013
11/9/2010	Barcelona Sporting Goods	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010 - 3/31/2013
10/12/2010	Border States Electric	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
	Auto Supply Burton	Tires, Tubes & Auto Products	307-08	12/01/2008 - 11/30/2011
6/21/2011	C&S Safety Supply	First Aid Supplies & Equipment	374-11	6/1/2011-5/31/2014
	Camcor, Inc.	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
7/05/2011 10/14/2011	Carrier Corporation	Trade Services & Labor for Electrical, Plumbing & HVAC HVAC Equipment, Supplies & Installation	375-11 384-11	6/01/2011-5/31/2014 10/1/2011-9/30/2014
11/8/2011	***Casco Industries, Inc.***	**Public Safety & Fire House Supplies & Equipment**	**363-10**	**4/1/2011-3/31/2014**
4/19/2011	Certified Laboratories Div. of NCH Corp	Motor Fuels, Lubricants & Oils	314-09	06/01/2009 – 05/31/2012
7/05/2011	Chemsearch, A Div Of NCH	Grounds Maint. Equip., Irrigation Parts, Supplies & Installation	373-11	6/01/2011-5/31/2014
8/16/2011	Chemsearch, A Div Of NCH	Water Treatment Chemicals	367-10	4/1/2011-3/31/2014
12/13/2010	Chemsearch, A Div Of NCH	Motor Fuels, Lubricants & Oils	314-09	6/1/2009 – 5/31/2012
	Diaz Floors & Interiors	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08	3/01/2009 - 2/28/2012
8/9/2011	Dooley Tackaberry, Inc.	Public Safety & Fire & House Supplies & Equipment	363-10	4/1/2011-3/31/2014
5/17/2011	Dream Ranch Office Supplies(CartridgeWorld)	Office Paper & Toner Products	369-11	5/1/2011 – 4/30/2014
11/01/2011	EKA	Grounds Maint. Equip., Irrigation Parts, Supplies & Installation	373-11	06/01/2011-05/31/2014
9/27/2011	Facility Solutions Group	Energy Saving Lighting Products	368-10	4/1/2011-3/31/2014
10/25/2011	Facility Solutions Group	Outdoor Street Lighting	382-11	9/1/2011-8/31/2014
2/8/2011	Flaghouse, Inc.	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010-3/31/2013
4/5/2011	GT Distributors, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014
12/13/2010	Galls Inc.	Uniforms-Band, Dance, Performance, Work/Uniform & Floor Mat	340-10	6/1/2010-5/31/2013

	Xerox Corporation	Document Management (Copiers)	R-4671	5/31/2010-5/31/2015
	Xerox Supplies	Paper fine	R-4929	12/31/2009-12/31/2014

GSA;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
6/21/2011	Advanced Training Systems, Inc.	Mission Oriented Business Integrated Services	GS 02 F 0404D	3/31/2016
10/18/2011	CDW	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-0195J GS-35F-4342D	
8/3/2010	Comtech LLC	Software and Services	GS-35F-0431K	
	Dell	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-4076D	
11/23/2010	Element K Corporation	IT Solutions & Electronics	GS-35F-0042L	10/19/2015
6/29/2010	Galls/Aramark		GS-07F-0157M	
12/28/2010	ICx Technologies, Inc.	Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, Special Purpose clothing, Marine Craft & Emergency/Disaster Response	GS-07F-0117U	12/5 2012
11/16/2010	ICS Jail Supplies, Inc.	Total Solutions for Law Enforcement, Security, Facilities Mgmt. Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response	GS-07F-0552U	9/29/2013
3/29/2011	John E. Reid and Associates, Inc.	Training Aids and Devices; Instructor LED training; Course Development and Test;	GS-02F-0164P	4/23/2014
	NYP CORP	Shipping, Packaging and Packing Supplies	GS-14F-1237H	
6/28/2011	Safety Vision, LLC	Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, clothing, Marine Craft & Emergency/Disaster Response	GS-07F-0022J	9/30/2013
	Tactical Gear Now, Inc.		GS-07F-5508R	
10/4/2011	Ultrabac	General Purpose Commercial Information Technology Equipment, Software and Services	GS-35F-0243K	02/03/2015

HGAC;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	A & B Communications	Communications Equipment & Services	RA01-08	Thru Dec. 31, 2011
12/13/2010	Caldwell Country Chevrolet	Current Model Cars & Light Trucks	VE03-06	Thru Oct 31, 2011
9/21/2010	Daco Fire Equipment	Fire Apparatus (All types)	FS12-09	3/1/2010-11/30/2011
	EF Johnson Co.	Communications Equipment & Services	RA01-08	

	Motorola	Communication Equipment & Services	RA01-08	12/31/2011
12/21/2010	Source Incorporated of Missoury dba Source, Inc.	Wireless Telecomm Equipment & Services	CW05-02 CW10-09	6/1/2005-5/31/2012 11/1/2009-10/31/2012
	Sprint	Communication Equipment & Services	CW-05/02	6/1/2005-5/31/2012
	Superior Alarms	Surveillance & Access Control Equipment	SE05-05	
	Superior Alarms	Video Surveillance Systems	SE05-08	
7/20/2010	Superior Alarms	Surveillance, Access Control & Security Fencing	SE05-10	05/1/2010 – 04/30/2012
10/25/2011	The Play Well Group	Parks and Recreation Equipment	PR11-10	11/1/2010-10/31/2012
7/5/2011	Wastequip	Public Works Equipment-Refuse Handling Equipment	RC08-10	8/1/2010-7/31/2012

CHOICE FACILITY PARTNERS;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
12/07/2010	Herrera & Hunt	Job Order Contracting and Related Services	09/040JC-07	6/16/2009-6/15/2012/3
12/07/2010	Herrera & Hunt, Inc.	Job Order Contracting and Related Services	07/007JC-01	5/15/2007-5/14/2012 / 1
10/12/2010	Hydro-Stop Inc. LLC	Roofing	08/021JC-01	7/1/2008 – 7/31/2011/2
12/07/2010	Alpha Building Corporation	Job Order Contracting and Related Services	06/035JC-01	12/19/2007-2/24/2011/2
12/07/2010	Alpha Building Corporation	Job Order Contracting and Related Services	10/030JC-01	02/22/2010-02/21/2011/6

NJPA NATIONAL JOINT POWERS ALLIANCE

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
2/14/2010	Pasco Brokerage, Inc.	Appliances & Equipment	12020-PBI	12/18/2013

***Denotes: New Vendor added for approval**

AI-30046 **12. D.**

CC REGULAR

Meeting Date: 12/12/2011

Submitted For: Monica Leal **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program on behalf of the City of Edcouch is requesting approval and award of best and final negotiated contract with Guzman & Muñoz Engineering and Surveying, Inc. in the amount of $12,519.00 utilizing CDBG FY 24 (2011) Side Walks funds.

BACKGROUND

Guzman & Muñoz Engineering and Surveying, Inc. submitted a best and final offer for professional engineering services for a Side Walks Project within the City of Edcouch. Guzman & Muñoz Engineering and Surveying, Inc. was the highest ranked firm by County Commissioners' Court. See attached scope of services and Best and Final Offer Letter.

Contract Amount: $ 12,519.00

Funds Available: $70,000.00 2011 – Side Walks

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County Year 24 (2011) Side Walk funds will be utilized for professional engineering services for a Side Walk Project in the City of Edcouch.

Attachments

Insurance

Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/07/2011 10:37 AM
Perla Lopez	Perla Lopez	12/08/2011 10:06 AM
Purchasing Department	Monica Badillo	12/09/2011 08:55 AM

Form Started By: Mary Flores Started On: 12/07/2011 09:50 AM

Final Approval Date: 12/09/2011

ACORD

CERTIFICATE OF LIABILITY INSURANCE

OP ID: NO

DATE (MM/DD/YYYY) 01/06/11

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 Shepard Walton King Ins. Group 121 W. Pecan McAllen, TX 78501 Cynthia Cabaza, CIC 956-682-2841 956-630-4015	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: GUZMA-3
INSURED Guzman & Munoz Engineering and Surveying, Inc. 2020 E Expressway 83 Mercedes, TX 78570	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Assurance Company of America INSURER B : Texas Mutual Insurance Co. — 22945 INSURER C : 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			PAS00521791	01/13/11	01/13/12	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
								$
	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)	$
								$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $ 0			PAS00521791	01/13/11	01/13/12	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
								$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TSF0001218030	11/09/11	11/09/12	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

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
Cynthia Cabaza, CIC

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TRAVELERS

Travelers 1st Choice+ SM

DESIGN PROFESSIONALS LIABILITY COVERAGE DECLARATIONS

POLICY NO: 105414414

Travelers Casualty and Surety Company of America
Hartford, CT 06183

(A Stock Insurance Company, herein called the Company)

Important note: This is a claims-made policy. To be covered, a claim must be first made against an insured during the policy period or any applicable extended reporting period.

The limit of liability available to pay settlements or judgments will be reduced by defense expenses. The deductible applies to defense expenses.

This policy is composed of the Declarations, the Professional Liability Coverage, the Professional Liability Terms and Conditions, and any endorsements attached thereto.

ITEM 1	NAMED INSURED: GUZMAN & MUNOZ ENGINEERING & SURVEYING Principal Address: PO BOX 2191 HARLINGEN, TX 78550
ITEM 2	POLICY PERIOD: Inception Date: March 8, 2011 Expiration Date: March 8, 2012 12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.
ITEM 3	ALL NOTICES PURSUANT TO THE POLICY MUST BE SENT TO THE COMPANY BY EMAIL, FACSIMILE, OR MAIL AS SET FORTH BELOW: Email: PLclaims@travelers.com FAX: 888-460-6622 Professional Liability Claims Manager Travelers Bond & Financial Products 385 Washington Street, MC 9275-NB08F St. Paul, MN 55102
ITEM 4	COVERAGE INCLUDED AS OF THE INCEPTION DATE IN ITEM 2: Design Professionals Liability Coverage

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ITEM 5

PROFESSIONAL LIABILITY COVERAGE LIMITS

Professional Services and Network and Information Security Offenses Coverage Limits:	$1,000,000 for each **Claim**; not to exceed $2,000,000 for all **Claims**
Deductible:	$10,000 each **Claim** $30,000 all **Claims**
Retroactive Date: N/A	
Knowledge Date: March 8, 2010	

ITEM 6

ADDITIONAL BENEFITS LIMITS:

Crisis Event Expenses Limits:	$10,000 for each **Crisis Event** $30,000 for all **Crisis Events**
Disciplinary or Regulatory Proceeding Expenses Limits:	$25,000 for each **Disciplinary or Regulatory Proceeding** $50,000 for all **Disciplinary or Regulatory Proceedings**

ITEM 7

PREMIUM FOR THE POLICY PERIOD:
$13,895.00 Policy Premium

ITEM 8

OPTIONAL EXTENDED REPORTING PERIODS:

Additional Premium Percentage:	Additional Months:
125%	12
185%	24
200%	36
240%	60

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ITEM 9	FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE: DPL-1001-1108; PTC-1001-1108; PTC-3043-1108; DPL-2019-1108

The Declarations, the Professional Liability Terms and Conditions, the Professional Liability Coverage, and any endorsements attached thereto, constitute the entire agreement between the Company and the Insured.

_____
Countersigned By

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its authorized officers.

Executive Vice President

Corporate Secretary

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GM

GUZMAN & MUÑOZ
ENGINEERING AND SURVEYING, INC.
Texas Registered Engineering Firm F-8017

2020 E. EXPRESSWAY 83
MERCEDES, TX 78570

PHONE: (956) 565-4637
FAX: (956) 565-4636

October 26, 2011

Mr. Mike Mesa
Interim City Manager
City of Edcouch
211 Southern Street
Edcouch, Texas 78538

Re: City of Edcouch-Hidalgo County Urban County Program – 2011 Nixon Street Sidewalk Improvement Project – Best and Final Offer

Dear Mr. Mesa:

GMES is pleased to offer our complete surveying, design and construction phase services for this project. We have reviewed our scope of services and find that the following fees are reasonable and in line with current Texas Society of Professional Engineers guidelines for compensation of basic engineering design services and other additional professional services.

Basic Engineering Services	
Project Basic Engineering Design	$ 5,058.00
Additional Professional Services	
Design Topography Surveying	$ 5,775.00
Construction Oversight	$ 1,686.00
Total Fees	**$12,519.00**

We look forward to working with the City for the successful completion of this project within the budget and time allowed. **The total fees of $12,519.00 is our best and final offer.**

Please call us if you need any further assistance or have any questions.

Respectfully,
Guzman & Munoz Engineering and Surveying, Inc.

Jose Munoz, P.E., S.I.T.
President

Copy: Jose L. Muniz, GMES
File: Z:\GMES04\Hid\Edcouch\Edcouch Nixon Sidewalk\Nixon Sidewalk best final offer (102611).doc

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Part I - Professional Services Agreement

This Agreement, entered into this 12th day of December 2011 by and between **City of Edcouch,** (hereinafter called the "Party") and Guzman & Muñoz Engineering and Surveying, Inc., duly authorized Engineer, herein acting by Jose Muñoz, P.E., S.I.T. (hereinafter called the "Engineer").

WITNESSETH THAT:

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Party is interested in obtaining Engineering Services; and

WHEREAS, the Engineer, duly licensed and registered to practice engineer in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the PROJECT area; and

WHEREAS, the Party desires to engage the Engineer to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

SECTION I
EMPLOYMENT OF THE ENGINEER

The Party agrees to employ the Engineer to furnish and provide the engineering services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Engineer as stated in the sections to follow.

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed Side Walks Account(s) 5011-20-0312-5000-2000. *(See Exhibit A)*

2.1 Preliminary Phase

a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.

b. As may be required, comply and receive the Party and the funding agencies approval on all work.

c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.

d. Obtain the Party's approval of the work of this Preliminary Phase before proceeding with the next phase.

2.2 Design Phase

a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.

b. Advise the Party of any soil investigations or tests which, in the opinion of the Engineer, may be required for the proper execution of the Project.

c. Provide all field information and surveys required for the design of the Project.

d. Plot field data and other survey information for the design of the Project.

e. Prepare detailed plans specification and contract documents and drawings (reproducible tracings) for construction authorized by the Party.

f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.

g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.

h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.

i. Preparation of property or easement descriptions.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any

construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.

b. Prepare the formal Contract Documents for the Contractor.

c. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.

d. Consult and advise with the Party and issue all instructions and Change Orders to the Contractor requested by the Party.

e. During the progress of actual construction, Engineer will keep the Owner informed with brief and concise information. A monthly progress report will be prepared which will give the Party a quick glance at the Project insofar as monies spent, construction time elapsed, percent of Project completed, a brief narrative of what problems have been encountered and the anticipated completion date.

f. Review shop and working drawings furnished by Contractors for general compliance with design concept and with information given in contract documents.

g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.

h. Prepare monthly and final estimates for payments to Contractors.

i. Upon receipt of notification by the Party that the work has been completed, the Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.

j. Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.

k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, when requested.

l. The Engineer will be responsible for interim and final inspection.

m. Furnish to the Party of City of Edcouch Four (4) sets of plans and four (4) sets of specifications and contract documents.

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

If authorized in writing by the Party, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by the Party as indicated in Section VI.

3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3a herein.

3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.

3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

SECTION IV
REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within the County and Project site.

4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.

4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.

5.3 Furnish the Engineering services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what the purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

SECTION VI
PAYMENTS TO THE ENGINEER

The Party agrees to pay the Engineer for completed services as identified by the Party:

6.1 The Engineer shall be paid a total fixed amount of $ 12,519.00 for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section II of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.

6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section II of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.

6.4 At Engineer's completion and Party's approval of the Engineer's services under the Construction Phase, Section II of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.

6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

SECTION VII
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

SECTION VIII
TERMINATION

The Party may terminate this Agreement at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Engineer a sum of money equal to the reasonable value of the service rendered by the Engineer to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer under the provisions of this Contract. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION IX
COUNTY AND CITY OFFICIALS

Engineer agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION X
SUCCESSORS AND ASSIGNS

Party and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Engineer shall assign, sublet, or transfer interest in this Agreement without the written consent of the other.

SECTION XI
TIME OF PERFORMANCE

The Engineer contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by 90 days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

SECTION XII
VENUE

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

SECTION XIII
CHANGES

The Party may, from time to time, request changes in the Scope of Services of the Engineer as may be mutually agreed to be performed hereunder. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Party and the Engineer shall be incorporated in written amendments to the Contract.

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Party harmless with respect to any damages arising from any Engineer's negligence done in performing any of the work embraced by this Contract.

SECTION XV
ASSIGNABILITY

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however, that claims for money due or to become due to the Engineer from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

SECTION XVI
GENERAL

16.1 Audit. The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to this project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Engineer agrees to compliance with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such interest pursuant to the purpose of this Section.

SECTION XVII
INSURANCE

The Engineer shall obtain and keep in force during the term of its engagement on the Project, the insurance as follows:

17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of $300,000 for bodily injury and $100,000 for property damages.

17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

17.3 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;

17.4 Workers Compensation Insurance in amount established by Texas law, under the bidder is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

SECTION XVIII
WARRANTY

18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **December 12, 2011**. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.
This Agreement is hereby approved this _____ day of _____, 20_____.

Signature: _____
Jose Muñoz, P.E., S.I.T.

Firm Name: **Guzman & Muñoz Engineering and Surveying, Inc.**

Address: **2020 E. Expressway 83**
City/ST/ZIP: **Mercedes, TX 78570**

FED ID #/SS #: **74-2695447**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the _____ day of_____, 20___,
by _____of and on behalf of _____,
(title) (a corporation)(a partnership)(a sole proprietorship).

_____
(seal) Notary - Signature

County of Hidalgo Urban County Program:

_____ _____
Witness Diana R. Serna, UCP Director

Exhibit "A"

(Scope of Services)

see attached

Exhibit "A"

City of Edcouch - Hidalgo County Urban County Program
2011 Nixon Street Concrete Sidewalk Improvement Project

PROFESSIONAL ENGINEERING SCOPE OF SERVICES

Date: October 26, 2011

GMES shall render the following professional services necessary for the development of this project:

SCOPE OF SERVICES

PRELIMINARY DESIGN

1. Attend preliminary conferences with the City regarding the requirements of the project.
2. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the county providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Engineer will review any tests required and act as the City / County representative in connection with any such services.
3. Prepare any permits that maybe required. (County & City)
4. Prepare preliminary engineering design plans as necessary with cost estimates.
5. Submit detailed drawings and plans/specifications to appropriate regulatory agency (ies) and obtain clearance.

FINAL DESIGN

6. Prepare final engineering design plans with final cost estimate.

CONSTRUCTION PHASE SERVICES

7. Prepare bid packet/contract documents/advertisement for bids.
8. Conduct bid opening and prepare minutes.
9. Tabulate, analyze, and review bids for completeness and accuracy.
10. Provide horizontal and vertical control for construction contractor. Contractor will provide his own construction staking.

Exhibit "A"

City of Edcouch - Hidalgo County Urban County Program
2011 Nixon Street Concrete Sidewalk Improvement Project

11. Conduct pre-construction conference and prepare copy of report/minutes.

12. Issue Notice to Proceed to construction contractor.

13. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.

14. Make periodic visits to the site to observe the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the Contract.

15. Consult with and advise the City / County during construction; issue to contractors all instructions requested by the City / County; and prepare routine change orders if required.

16. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).

17. Based on the Engineer's on-site observations and review of the contractor's applications for payment, determine the amount owing to the contractor in such amounts; such approvals of payment to constitute a representation to the county, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.

18. Require that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the locality and approval by Hidalgo County UCP.

19. Prepare Certificate of Construction Completion and Clean Lien Certificate.

20. Conduct interim/final inspections.

21. Revise contract drawings to show the work as actually constructed, and furnish the locality with a set of "as built" plans.

22. Easements, surveying for easements, Survey plats / sketches, and Metes & Bounds Descriptions shall be considered additional services and are not included in our fees.

Exhibit "A"

ENGINEERS OPINON OF PROBABLE CONSTRUCTION COST

City of Edcouch - Urban County Program - Nixion Concrete Sidewalk

From: FM 1915 west To: Edcouch I.S.D. property (1,650 L.F.)

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE
Construct a Concrete Steel Reinforced 5' X 1,650 L.F. Sidewalk					
1	5' Concrete Sidewalk w/ 6 x 6 x 6ga.WWM (2000 PSI)	1,650	L.F.	$17.00	$28,050.00
2	H.C. Ramp	3	EA.	$1,200.00	$3,600.00
3	24" RCP (Ditch Culvert Extention)	25	L.F.	$60.00	$1,500.00
4	Existing Drain Ditch to be Filled and Leveled	60	C.Y.	$25.00	$ 1,500.00
5	Barricades, Signs & Traffic Handling (For Entire Project)	1	L.S.	$2,500.00	$2,500.00
6	Mobilization	1	L.S.	$5,000.00	$5,000.00
	Total Probable Engineers Estimated Construction Cost				**$42,150.00**

a.	**10% Contingency**				**$4,215.00**
b.	**Engineering**				**$5,058.00**
c.	**Constuction Phase Services / Daily Inspection**				**$1,686.00**
d.	**Topography Surveying**	**1650**	**L.F.**	$3.50	**$5,775.00**
	TOTAL				**$58,884.00**



AI-30039 **12. E.**

CC REGULAR

Meeting Date: 12/12/2011

Submitted For: Candace Armenta **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program for the City of Peñitas is requesting consideration and action to award and enter into a Construction Contract with Celso Gonzalez Construction, Inc. for the Parks, Recreational Facility Improvements at Veterans Memorial Park in the City of Peñitas in the amount of $102,300.00 utilizing funding from UCP Year 23 (2010), Urban County Parks, Recreational Facility Improvements line item.

BACKGROUND

The bid opening was held October 12, 2011 and the lowest bidder meeting all specifications and/or requirements was Celso Gonzalez Construction, Inc. The project involves the enclosing of the pavilion, electrical upgrades, rehabilitation of backstop fence for the baseball park, and overall rehabilitation of Veterans Memorial Park located in the City of Peñitas. Please see attached recommendation by the project engineer.
(Project's Architectural Firm: Alcocer Garcia Associates aka AGA, Inc.)

Contractor:	Celso Gonzalez Construction, Inc.
Contract Amount:	$102,300.00
Funds Available:	$ 63,720.01 YR 23 (2010) Precinct No.3 Parks, Rec Fac funds (Recaptured) $ 50,517.89 YR 23 (2010) Peñitas Parks, Recreational Facility funds $114,237.90 Total

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County Year 23 (2010) Precinct #3 and City of Penitas Recreational Facility Improvement funds will be utilized for Parks, Recreational Facility Improvements at Veterans Memorial Park.

Attachments

City of Penitas Recreational Facilities

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/07/2011 10:35 AM
Perla Lopez	Perla Lopez	12/08/2011 08:53 AM
Purchasing Department	Monica Badillo	12/09/2011 08:55 AM

Form Started By: Mary Flores Started On: 12/07/2011 08:46 AM

Final Approval Date: 12/09/2011

CITY OF PEÑITAS

Mayor Marcos Ochoa
Mayor Pro-Tem Tomas Cedillo
Alderwoman Patricia A. Cardenas
Alderman Jose Gonzalez
Alderman Antonio Flores Jr.
Alderman Jesus A. Avendaño
City Administrator Noe Cavazos
City Secretary Ana Cantu

****

December 2, 2011

Candace J Armenta
Program Coordinator I- UCP
1916 Tesoro Blvd
Pharr, TX 78576

RE: Improvements to Veteran's Memorial Park; Architecture's recommendation

Dear Ms. Armenta;

AGA, Inc. Architects have submitted their recommendations on the lowest bidder for the improvements to the Veteran's Memorial Park. The lowest bid was submitted by Celso Gonzalez Construction, Inc. in the amount of $102,300.00. The City of Peñitas agrees with and accepts our Architect's recommendation herein. We have submitted this information for ratification by the Peñitas City Council on their regular scheduled meeting of Wednesday, December 7, 2011. We will submit our Meeting Agenda and Minutes on Thursday of next week.

Thank you for continued assistance and guidance on this matter. Please let me know if you need further information in this regard.

Sincerely,

Noe H. Cavazos
City Administrator
City of Peñitas

DEC 5

P.O. Box 204 Peñitas, TX 78576 Phone~ 956-581-3345 Fax~ 956-581-3346 E-mail~ a.cantupenitas@yahoo.com

AGA, INC.
ALCÓCERGARCÍAASSOCIATES

October 18, 2011

City of Penitas
c/o Noe Cavazos, City Administrator
P.O. Box 204
Penitas, TX 78576

Re: City of Penitas - Improvements to Veterans Memorial Park
RFB / UCP Project No.: 5010-60-0311-5000-6000

Dear Mr. Cavazos,

Attached is a copy of the tabulation of bids received by the County for the referenced project. The lowest bid was submitted by Celso Gonzalez Construction, Inc., in the amount of $ 102,300.00. The bid was submitted in accordance with the bidding requirements.

We have reviewed the low bidder's Qualifications Statement The list of past publically-funded projects and the contractor's other information relating to his experience is satisfactory.

Based on the above, we recommend that the City award the Construction Contract to Celso Gonzalez Construction, Inc. in the amount of the Bid figure of $102,300.00.

Please let me know if we can provide any further information at this time.

Sincerely,

George A. Garcia
Project Architect

CONSTRUCTION CONTRACT

This Agreement entered into this **12th Day of December, 2011** by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM,** joined by **Hidalgo County Precinct No. 3** (hereinafter called the "OWNER", acting herein through its **County Judge**, and **Celso Gonzalez Construction, Inc.,** a corporation of **Mission,** State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME:	Penitas – Parks, Recreational Facility Improvements
PROJECT No.:	5010-60-0311-5000-6000-UCP-CJA
PROJECT DESCRIPTION:	"Penitas Parks, Recreational Facility Improvements (Memorial Park)"

Heinafter called the project, for the sum of **($102,300.00) – One hundred and two thousand, three hundred dollars and zero cents** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Alcocer Garcia Associates, Inc. aka AGA, Inc.** entitled the Architect, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **140** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($150.00) one hundred-fifty dollars and zero cents** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

_____
Contractor's Signature

Name of Firm: Celso Gonzalez Construction, Inc.

Address: 614 N Conway
Mission, Texas 78572

Federal I.D./S.S.: 74-2531378

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the ___ day of _____, 20_____,

by _____, _____ of and on behalf of _____.
(title) (a corporation) (a partnership) (an individual)

_____
Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

_____

_____
Diana R. Serna
Urban County Director

Policy Number:

Date Entered: 11/02/2011

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/ 2/2011

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 Multi-Line Agency, Inc. 3101 N. Jackson Rd. McAllen, TX 78501	CONTACT NAME: Nicholas Hernandez PHONE (A/C, No, Ext): (956) 668-0202 FAX (A/C, No): (956) 668-8989 E-MAIL ADDRESS: nhernandez@multilineagency.com
INSURED Celso Gonzalez Construction Inc Mr Celso Gonzalez 614 Conway Mission, TX 78572	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Catlin (MHI) INSURER B: Mt. Hawley Ins. (NHI) INSURER C: The Hanover (IZ) INSURER D: Texas Mutual (USG) 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 ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	X		4200900260101	08/10/2011	08/10/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000
C	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			ADZ-3661348-02	7/24/2011	7/24/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
D	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		SBP0001182521	9/2/2011	9/2/2012	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)

Description: Mid Valley Campus Improvements for Additional Portable Buildings

CERTIFICATE HOLDER

South Texas College
3200 W. Pecan Bldv
McAllen, Texas 78501

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

NICHOLAS HERNANDEZ

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EXHIBIT 'B'

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

BID FOR LUMP SUM CONTRACT

Place: Hidalgo County Purchasing Department
Bid Date: October 12, 2011
Project/Bid No.: 5010-60-0311-5000-6000

Proposal of Celso Gonzalez Construction, Inc. (hereinafter called "Bidder") a corporation / a partnership / an individual, doing business as (STRIKE OUT INAPPLICABLE TERMS)

Same of state of Texas

To the County of Hidalgo, Texas (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of:

Parks Recreational Facility- City of Penitas Veterans Memorial Park Improvements;

having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the price stated below. The price is to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 140 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of $ 150.00 for each consecutive calendar day thereafter as herein after provided in Paragraph 19 of the General Conditions.

Bidder acknowledges receipt of the following addendum No(s) No. 1 Dated 10-7-11

PROPOSAL (BASE BID): Bidder agrees to perform all of the work described in the specifications and shown on the plans for the sum of :

One hundred and two thousand three hundred dollars and no cents ($ 102,300.00)

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

9:53
10-12-11

7

DEDUCTIVE ALTERNATE NO. 1

[illegible] structure and roof at Vendor Area, all as indicated and titled on the drawings [illegible] Alternate No. 1".

[illegible] Alternate Amount: Six thousand fifty dollars (-6,050.00)
in words in figures

The stated Deductive Alternate No. 1 amount has been included in the BASE BID figure [illegible]. The Owner has the option to delete the Deductive Alternate work from the [illegible] which case, the stated Deductive Alternate shall be subtracted from the BASE BID [illegible] and the Owner shall consider the adjusted figure in the award of the [illegible] Contract.

Bidder understands that the Owner reserves the right to reject any or all bids and [illegible] informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a [illegible] calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute [illegible] contract attached within 10 days and deliver a Surety Bond or Bonds as [illegible] Paragraph 29 of the General Conditions.

The bid security attached in the sum of (5% Bid Bond included) 5%) is to become the property of the Owner in the event the [illegible] bond are not executed within the time above set forth, as liquidated [illegible] the delay and additional expense to the Owner caused thereby.

OPENED
9:53
10-12-11
Witnessed

[illegible] the following attachments with this Bid:

[illegible]
[illegible] Bid Letter
[illegible] Interest Questionnaire (Exhibit 'D').
[illegible] Bidder Application and W-9 Form, if not previously submitted
[illegible] Regarding Debarment

Respectfully submitted.

By: _____
(Signature)

Celso Gonzalez, Jr - President
(Title)

614 N. Conway
Mission, Tx 78572
(Business Address and Zip Code)

956. 585. 3848 956. 585. 7773
Pho. Fax

[illegible] is by a corporation)

AI-29960 **13. A.**

CC REGULAR

Meeting Date: 12/12/2011

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

Department: ELECTIONS DEPT.

Information

CAPTION

Discussion and approval of recommended changes in county election precinct boundaries for redistricting under Article 3, Section 28 of the Texas Constitution and described in Texas Election Code 42.032.

BACKGROUND

Approval must take place by December 12, 2011.

Fiscal Impact

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

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

BUDGETARY IMPACT:

No fiscal impact

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/01/2011 01:26 PM
Roland Garcia	Angela Garcia	12/07/2011 08:29 AM
Manuel Chapa	Manuel Chapa	12/07/2011 04:32 PM
Purchasing Department	Monica Badillo	12/09/2011 08:55 AM

Form Started By: Veronica Lopez Started On: 12/01/2011 10:32 AM

Final Approval Date: 12/09/2011

AI-30072 **14. A.**

CC REGULAR

Meeting Date: 12/12/2011

Submitted For: Rick Alvarez **Submitted By:** Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval to rescind action taken on 11/22/11 (AI#29786) in reference to Redistricting Plan A that included Justices of Peace and Constables boundary lines.
2. Approval to rescind action taken on 11/22/11 (AI#29786) in reference to Preclearence submission to the United States Dept. of Justice.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/08/2011 11:34 AM
Purchasing Department	Monica Badillo	12/09/2011 08:55 AM

Form Started By: Angela Garcia Started On: 12/08/2011 10:43 AM

Final Approval Date: 12/09/2011

AI-30073 **14. B.**

CC REGULAR

Meeting Date: 12/12/2011

Submitted For: Rick Alvarez **Submitted By:** Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion, consideration, and appropriate action on the following:

1. Redistricting Plans for the following Hidalgo County Precincts:
   a. Justices of the Peace and Constables
2. Preclearance submission to the United States Dept. of Justice

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/08/2011 11:34 AM
Purchasing Department	Monica Badillo	12/09/2011 08:55 AM

Form Started By: Angela Garcia Started On: 12/08/2011 10:47 AM

Final Approval Date: 12/09/2011

AI-30057 **15. A.**

CC REGULAR

Meeting Date: 12/12/2011

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Requesting Authority to submit 3rd Call BCAP Application for possible approval by TXDOT (but not limited) for the following subdivisions: La Milpa Subdivision, Randolph Barnett Subdivision No.1, Randolph Barnett Subdivision No.2, Jardin Terrace Subdivision, Regal Estates Subdivision, Ramirez Subdivision No.1, Ramirez Subdivision No.2, Ramirez Subdivision No.3, Blue Star Enterprises Subdivision No.1, Havana Lomas No.4 Subdivision, and Havana Lomas No.5 Subdivision.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact

Attachments

Application - Randolph Barnette Subdivision No.1
Attachment A Randolph Barnette Subdivision No.1
Attachment A Randolph Barnett Subdivision No.2
Application - Randolph Barnett Subdivision No.2
Application - La Milpa Subdivision
Attachment A La Milpa Subdivision
Application - Jardin Terrace Subdivision
Attachment A Jardin Terrace Subdivision
Application - Regal Estates Subdivision
Attachment A Regal Estates Subdivision
Application - Ramirez Subdivision No.1
Attachment A Ramirez Subdivision No.1
Application - Ramirez Subdivision No.2
Attachment A Ramirez Subdivision No.2
Application - Ramirez Subdivision No.3
Attachment A Ramirez Subdivision No.3
Application - Blue Star Enterprises No. 2 Subdivision
Attachment A Blue Star Enterprises No.2 Subdivision

Application - Havana Lomas No.4 Subdivision

Attachment A Havana Lomas No.4 Subdivision

Application - Havana Lomas No.5 Subdivision

Attachment A Havana Lomas No.5 Subdivision

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/07/2011 01:59 PM
Erika Zamora	Erika Zamora	12/08/2011 10:41 AM
Purchasing Department	Monica Badillo	12/09/2011 08:55 AM

Form Started By: Marcie Jackson Started On: 12/07/2011 01:17 PM

Final Approval Date: 12/09/2011

TEXAS DEPARTMENT OF TRANSPORTATION
3rd Call Border Colonia Access Program
2008 Application for Competitive & Allocation Funds

This Border Colonia Access Program **(BCAP)** application is for one colonia. This application identifies all work within that specific colonia nominated for the program funds as established by 43 Texas Administrative Code §15.100-15.106. Water/wastewater should be completed before a project is initiated. Attachments are required.

Hidalgo County — **Nominating County**

District 21 — **TxDOT District**

Randolph Barnett Subdivision No.1 M1080600 — **Name of Colonia & Texas Water Development Board ID#**

Detail Number (Finance Division Only)

FUNDING TYPE: (CIRCLE ONE) ALLOCATION COMPETITIVE

Name of Street(s) and Proposed Length of Roadway Work:

Submit a map indicating the location of the work within the colonia and the colonia's connection to the public road network. ***DO NOT SEND A HAND DRAWN SKETCH***

Type of Project and Length in Miles:

Paving: _____ **Repaving :** **650 L.F**

520 L.F.-15" ADS Culvert Pipe

Drainage: Pipe **70 L.F.-18"RCP Culvert Pipe** **Curb & Gutter** _____

Culverts _____ **Detention Pond** _____

Purchase of materials, supplies or rental equipment. (Attach a list)

Description of Work: Attach a report with a complete description of each project, including:

- **The number of existing paved and unpaved roads within the colonia.**
- **The number of paved or unpaved roads to the colonia.**
- **The condition of current roads to be improved.**
- **Water/wastewater work that could affect proposed work.**
- **The proposed improvements for each road (e.g., width of any paving).**
- **The plan for acquiring right of way for each improved road.**

Include photographs showing the current condition of each road to be improved.

Schedule and Cost: Attach a detailed schedule and cost estimate of the proposed activities:

Total Roadway Cost: $60,782.00 Total Drainage Cost: $31,500.00
(Include Management, Engineering Design, and Inspection, etc)
Total Estimate of the Project Costs: $92,282.00

School Bus Route: (Check the following)

Is the proposed work on a school bus route? X Yes _____ No

Would the proposed road be considered a future school bus route? ____ Yes ____ No

If "YES" to either question, a letter from the school district to verify the school bus route for the proposed project, must be attached in order for the proposed project to be considered.

The **Transportation Planning and Programming Division** will evaluate the applications and submit those it determines to be in compliance with Border Colonia Access Program requirements to the Texas Transportation Commission for consideration for approval. Please return the application form and attachments to your local TxDOT District office by **March 31, 2008**.

ATTACHMENT A
Application for Border Colonia Access Program
Description of Work Proposed

The Randolph Barnett Subdivision No.1 (EDAP #M1080600) project consists of approximately 650 l.f. of repaving with a proposed typical road section of 8 inches of caliche base and 1.5 inches of asphalt or as determined through geotechnical soil tests. Project also includes associated drainage with road side ditches and all necessary appurtenances.

Colonia Randolph Barnett Subdivision No.1 consists of 1 interior road(s) and approximately 650 l.f. inadequately paved road that contributes in inadequate drainage and limited access to the Colonia Residents. Please refer to the photograph on **Attachment C** that further illustrate the need and conditions of the Colonia Road

The proposed project involves paving of Elizabeth Street. The proposed project provides the Colonias Residents necessary access to Schuerbach Road a paved County Road. Please Refer to **Attachment D and E** that illustrates the Colonias location and access.

The Proposed Project is in a proposed school bus route or maybe considered for a future bus route. Please Refer to **Attachment F.**

ATTACHMENT A
Application for Border Colonia Access Program
Description of Work Proposed

The Randolph Barnett Subdivision No.2 (EDAP #M1080601) project consists of approximately 650 l.f. of repaving with a proposed typical road section of 8 inches of caliche base and 1.5 inches of asphalt or as determined through geotechnical soil tests. Project also includes associated drainage with road side ditches and all necessary appurtenances.

Colonia Randolph Barnett Subdivision No.2 consists of 1 interior road(s) and approximately 600 l.f. inadequately paved road that contributes in inadequate drainage and limited access to the Colonia Residents. Please refer to the photograph on **Attachment C** that further illustrate the need and conditions of the Colonia Road

The proposed project involves paving of Tiffany Street. The proposed project provides the Colonias Residents necessary access to Schuerbach Road a paved County Road. Please Refer to **Attachment D and E** that illustrates the Colonias location and access.

The Proposed Project is in a proposed school bus route or maybe considered for a future bus route. Please Refer to **Attachment F.**

TEXAS DEPARTMENT OF TRANSPORTATION
3rd Call Border Colonia Access Program
2008 Application for Competitive & Allocation Funds

This Border Colonia Access Program **(BCAP)** application is for one colonia. This application identifies all work within that specific colonia nominated for the program funds as established by 43 Texas Administrative Code §15.100-15.106. Water/wastewater should be completed before a project is initiated. Attachments are required.

Hidalgo County	**District 21**
Nominating County	**TxDOT District**
Randolph Barnett Subdivision No.2 M1080601	
Name of Colonia & Texas Water Development Board ID#	**Detail Number (Finance Division Only)**

FUNDING TYPE: (CIRCLE ONE) **ALLOCATION** **COMPETITIVE**

Name of Street(s) and Proposed Length of Roadway Work:

Submit a map indicating the location of the work within the colonia and the colonia's connection to the public road network. ***DO NOT SEND A HAND DRAWN SKETCH***

Type of Project and Length in Miles:

Paving: _____ **Repaving :** **650 L.F**

520 L.F.-15"ADS Culvert Pipe

Drainage: **Pipe** **70 L.F.-18"RCP Culvert Pipe** **Curb & Gutter** _____

Culverts _____ **Detention Pond** _____

Purchase of materials, supplies or rental equipment. (Attach a list)

Description of Work: **Attach a report with a complete description of each project, including:**

- **The number of existing paved and unpaved roads within the colonia.**
- **The number of paved or unpaved roads to the colonia.**
- **The condition of current roads to be improved.**
- **Water/wastewater work that could affect proposed work.**
- **The proposed improvements for each road (e.g., width of any paving).**
- **The plan for acquiring right of way for each improved road.**

Include photographs showing the current condition of each road to be improved.

Schedule and Cost: **Attach a detailed schedule and cost estimate of the proposed activities:**

Total Roadway Cost: **$60,782.00** **Total Drainage Cost:** **$31,500.00**
(Include Management, Engineering Design, and Inspection, etc)
Total Estimate of the Project Costs: **$92,282.00**

School Bus Route: **(Check the following)**

Is the proposed work on a school bus route? X Yes _____ No

Would the proposed road be considered a future school bus route? ____ Yes ____ No

If "YES" to either question, a letter from the school district to verify the school bus route for the proposed project, must be attached in order for the proposed project to be considered.

The **Transportation Planning and Programming Division** will evaluate the applications and submit those it determines to be in compliance with Border Colonia Access Program requirements to the Texas Transportation Commission for consideration for approval. Please return the application form and attachments to your local TxDOT District office by **March 31, 2008**.

TEXAS DEPARTMENT OF TRANSPORTATION
3rd Call Border Colonia Access Program
2008 Application for Competitive & Allocation Funds

This Border Colonia Access Program **(BCAP)** application is for one colonia. This application identifies all work within that specific colonia nominated for the program funds as established by 43 Texas Administrative Code §15.100-15.106. Water/wastewater should be completed before a project is initiated. Attachments are required.

Hidalgo County	**District 21**
Nominating County	**TxDOT District**
La Milpa (M1080388)	
Name of Colonia & Texas Water Development Board ID#	**Detail Number (Finance Division Only)**

FUNDING TYPE: (CIRCLE ONE) ALLOCATION COMPETITIVE

Name of Street(s) and Proposed Length of Roadway Work:

Submit a map indicating the location of the work within the colonia and the colonia's connection to the public road network. ***DO NOT SEND A HAND DRAWN SKETCH***

Type of Project and Length in Miles:

Paving: _____ **Repaving : 0.149 (mi)**

Drainage: Pipe 18"-160', 24"-100', 30"-60' **Curb & Gutter** _____

Culverts _____ **Detention Pond** _____

Purchase of materials, supplies or rental equipment. (Attach a list)

Description of Work: Attach a report with a complete description of each project, including:
- **The number of existing paved and unpaved roads within the colonia.**
- **The number of paved or unpaved roads to the colonia.**
- **The condition of current roads to be improved.**
- **Water/wastewater work that could affect proposed work.**
- **The proposed improvements for each road (e.g., width of any paving).**
- **The plan for acquiring right of way for each improved road.**

Include photographs showing the current condition of each road to be improved.

Schedule and Cost: Attach a detailed schedule and cost estimate of the proposed activities:

Total Roadway Cost: $74,798.42 **Total Drainage Cost: $39,520.00**
(Include Management, Engineering Design, and Inspection, etc)
Total Estimate of the Project Costs: $114,318.42

School Bus Route: (Check the following)

Is the proposed work on a school bus route? X Yes _____ No

Would the proposed road be considered a future school bus route? ____ Yes ____ No

If "YES" to either question, a letter from the school district to verify the school bus route for the proposed project, must be attached in order for the proposed project to be considered.

The **Transportation Planning and Programming Division** will evaluate the applications and submit those it determines to be in compliance with Border Colonia Access Program requirements to the Texas Transportation Commission for consideration for approval. Please return the application form and attachments to your local TxDOT District office by **March 31, 2008**.

ATTACHMENT A
Application for Border Colonia Access Program
Description of Work Proposed

The La Milpa Subdivision (EDAP #M1080388) project consists of approximately 790 l.f. of repaving with a proposed typical road section of 6 inches of caliche base and 1.5 inches of asphalt or as determined through geotechnical soil tests. Project also includes associated drainage with road side ditches and all necessary appurtenances.

Colonia La Milpa Subdivision consists of 1 interior road(s) and approximately 790 l.f. inadequately paved road that contributes in inadequate drainage and limited access to the Colonia Residents. Please refer to the photograph on **Attachment C** that further illustrate the need and conditions of the Colonia Road

The proposed project involves paving of Fresno Road(s). The proposed project provides the Colonias Residents necessary access to Mile 6 North a paved County Road. Please Refer to **Attachment D and E** that illustrates the Colonias location and access.

The Proposed Project is in a proposed school bus route or maybe considered for a future bus route. Please Refer to **Attachment F.**

TEXAS DEPARTMENT OF TRANSPORTATION
3rd Call Border Colonia Access Program
2008 Application for Competitive & Allocation Funds

This Border Colonia Access Program **(BCAP)** application is for one colonia. This application identifies all work within that specific colonia nominated for the program funds as established by 43 Texas Administrative Code §15.100-15.106. Water/wastewater should be completed before a project is initiated. Attachments are required.

Hidalgo County	**District 21**
Nominating County	**TxDOT District**
Jardin Terrace Subdivision M1080348	
Name of Colonia & Texas Water Development Board ID#	**Detail Number (Finance Division Only)**

FUNDING TYPE: (CIRCLE ONE) ALLOCATION COMPETITIVE

Name of Street(s) and Proposed Length of Roadway Work:

Submit a map indicating the location of the work within the colonia and the colonia's connection to the public road network. ***DO NOT SEND A HAND DRAWN SKETCH***

Type of Project and Length in Miles:

Paving: _____ **Repaving : 1500 L.F**

860 L.F.-15" ADS Culvert Pipe

Drainage: Pipe 70 L.F.-18"RCP Culvert Pipe **Curb & Gutter** _____

Culverts _____ **Detention Pond** _____

Purchase of materials, supplies or rental equipment. (Attach a list)

Description of Work: Attach a report with a complete description of each project, including:

- **The number of existing paved and unpaved roads within the colonia.**
- **The number of paved or unpaved roads to the colonia.**
- **The condition of current roads to be improved.**
- **Water/wastewater work that could affect proposed work.**
- **The proposed improvements for each road (e.g., width of any paving).**
- **The plan for acquiring right of way for each improved road.**

Include photographs showing the current condition of each road to be improved.

Schedule and Cost: Attach a detailed schedule and cost estimate of the proposed activities:

Total Roadway Cost: $138,324.99 Total Drainage Cost: $53,800.00
(Include Management, Engineering Design, and Inspection, etc)
Total Estimate of the Project Costs: $192,124.99

School Bus Route: (Check the following)

Is the proposed work on a school bus route? X Yes _____ No

Would the proposed road be considered a future school bus route? ____ Yes ____ No

If "YES" to either question, a letter from the school district to verify the school bus route for the proposed project, must be attached in order for the proposed project to be considered.

The **Transportation Planning and Programming Division** will evaluate the applications and submit those it determines to be in compliance with Border Colonia Access Program requirements to the Texas Transportation Commission for consideration for approval. Please return the application form and attachments to your local TxDOT District office by **March 31, 2008**.

ATTACHMENT A
Application for Border Colonia Access Program
Description of Work Proposed

The Jardin Terrace Subdivision (EDAP #M1080348) project consists of approximately 1500 l.f. of repaving with a proposed typical road section of 8 inches of caliche base and 1.5 inches of asphalt or as determined through geotechnical soil tests. Project also includes associated drainage with road side ditches and all necessary appurtenances.

Colonia Jardin Terrace Subdivision consists of 1 interior road(s) and approximately 1500 l.f. inadequately paved road that contributes in inadequate drainage and limited access to the Colonia Residents. Please refer to the photograph on **Attachment C** that further illustrate the need and conditions of the Colonia Road

The proposed project involves paving of Mahala Drive. The proposed project provides the Colonias Residents necessary access to Glasscock Road a paved County Road. Please Refer to **Attachment D and E** that illustrates the Colonias location and access.

The Proposed Project is in a proposed school bus route or maybe considered for a future bus route. Please Refer to **Attachment F.**

TEXAS DEPARTMENT OF TRANSPORTATION
3rd Call Border Colonia Access Program
2008 Application for Competitive & Allocation Funds

This Border Colonia Access Program **(BCAP)** application is for one colonia. This application identifies all work within that specific colonia nominated for the program funds as established by 43 Texas Administrative Code §15.100-15.106. Water/wastewater should be completed before a project is initiated. Attachments are required.

Hidalgo County — **Nominating County**

District 21 — **TxDOT District**

Regal Estates Subdivision M1080606 — **Name of Colonia & Texas Water Development Board ID#**

Detail Number (Finance Division Only)

FUNDING TYPE: (CIRCLE ONE) ALLOCATION COMPETITIVE

Name of Street(s) and Proposed Length of Roadway Work:

Submit a map indicating the location of the work within the colonia and the colonia's connection to the public road network. ***DO NOT SEND A HAND DRAWN SKETCH***

Type of Project and Length in Miles:

Paving: _____ **Repaving :** **1280 L.F**

Drainage: **Pipe** **1080 L.F.-15" ADS Culvert Pipe**
70 L.F.-18" RCP Culvert Pipe **Curb & Gutter** _____

Culverts _____ **Detention Pond** _____

Purchase of materials, supplies or rental equipment. (Attach a list)

Description of Work: Attach a report with a complete description of each project, including:

- **The number of existing paved and unpaved roads within the colonia.**
- **The number of paved or unpaved roads to the colonia.**
- **The condition of current roads to be improved.**
- **Water/wastewater work that could affect proposed work.**
- **The proposed improvements for each road (e.g., width of any paving).**
- **The plan for acquiring right of way for each improved road.**

Include photographs showing the current condition of each road to be improved.

Schedule and Cost: Attach a detailed schedule and cost estimate of the proposed activities:

Total Roadway Cost: $125,096.06 **Total Drainage Cost: $64,700.00**
(Include Management, Engineering Design, and Inspection, etc)
Total Estimate of the Project Costs: $189,796.06

School Bus Route: (Check the following)

Is the proposed work on a school bus route? X Yes _____ No

Would the proposed road be considered a future school bus route? ____ Yes ____ No

If "YES" to either question, a letter from the school district to verify the school bus route for the proposed project, must be attached in order for the proposed project to be considered.

The **Transportation Planning and Programming Division** will evaluate the applications and submit those it determines to be in compliance with Border Colonia Access Program requirements to the Texas Transportation Commission for consideration for approval. Please return the application form and attachments to your local TxDOT District office by **March 31, 2008**.

ATTACHMENT A
Application for Border Colonia Access Program
Description of Work Proposed

The Regal Estates Subdivision (EDAP #M1080606) project consists of approximately 1280 l.f. of repaving with a proposed typical road section of 8 inches of caliche base and 1.5 inches of asphalt or as determined through geotechnical soil tests. Project also includes associated drainage with road side ditches and all necessary appurtenances.

Colonia Regal Estates Subdivision consists of 1 interior road(s) and approximately 1280 l.f. inadequately paved road that contributes in inadequate drainage and limited access to the Colonia Residents. Please refer to the photograph on **Attachment C** that further illustrate the need and conditions of the Colonia Road

The proposed project involves paving of Thompson Road(s). The proposed project provides the Colonias Residents necessary access to Bentsen Palm Road a paved County Road. Please Refer to **Attachment D and E** that illustrates the Colonias location and access.

The Proposed Project is in a proposed school bus route or maybe considered for a future bus route. Please Refer to **Attachment F.**

TEXAS DEPARTMENT OF TRANSPORTATION
3rd Call Border Colonia Access Program
2008 Application for Competitive & Allocation Funds

This Border Colonia Access Program **(BCAP)** application is for one colonia. This application identifies all work within that specific colonia nominated for the program funds as established by 43 Texas Administrative Code §15.100-15.106. Water/wastewater should be completed before a project is initiated. Attachments are required.

Hidalgo County — **Nominating County**

District 21 — **TxDOT District**

Ramirez Subdivision M1080587 — **Name of Colonia & Texas Water Development Board ID#**

Detail Number (Finance Division Only)

FUNDING TYPE: (CIRCLE ONE) ALLOCATION COMPETITIVE

Name of Street(s) and Proposed Length of Roadway Work:

Submit a map indicating the location of the work within the colonia and the colonia's connection to the public road network. ***DO NOT SEND A HAND DRAWN SKETCH***

Type of Project and Length in Miles:

Paving: _____ **Repaving : 550 L.F**

300 L.F.-15"ADS Culvert Pipe

Drainage: Pipe 70 L.F.-18"RCP Culvert Pipe **Curb & Gutter** _____

Culverts _____ **Detention Pond** _____

Purchase of materials, supplies or rental equipment. (Attach a list)

Description of Work: Attach a report with a complete description of each project, including:

- **The number of existing paved and unpaved roads within the colonia.**
- **The number of paved or unpaved roads to the colonia.**
- **The condition of current roads to be improved.**
- **Water/wastewater work that could affect proposed work.**
- **The proposed improvements for each road (e.g., width of any paving).**
- **The plan for acquiring right of way for each improved road.**

Include photographs showing the current condition of each road to be improved.

Schedule and Cost: Attach a detailed schedule and cost estimate of the proposed activities:

Total Roadway Cost: $53,909.00 Total Drainage Cost: $24,600.00
(Include Management, Engineering Design, and Inspection, etc)
Total Estimate of the Project Costs: $78,509.00

School Bus Route: (Check the following)

Is the proposed work on a school bus route? X Yes _____ No

Would the proposed road be considered a future school bus route? ____ Yes ____ No

If "YES" to either question, a letter from the school district to verify the school bus route for the proposed project, must be attached in order for the proposed project to be considered.

The **Transportation Planning and Programming Division** will evaluate the applications and submit those it determines to be in compliance with Border Colonia Access Program requirements to the Texas Transportation Commission for consideration for approval. Please return the application form and attachments to your local TxDOT District office by **March 31, 2008**.

ATTACHMENT A
Application for Border Colonia Access Program
Description of Work Proposed

The Ramirez Subdivision (EDAP #M1080587) project consists of approximately 550 l.f. of repaving with a proposed typical road section of 8 inches of caliche base and 1.5 inches of asphalt or as determined through geotechnical soil tests. Project also includes associated drainage with road side ditches and all necessary appurtenances.

Colonia Ramirez Subdivision consists of 1 interior road(s) and approximately 550 l.f. inadequately paved road that contributes in inadequate drainage and limited access to the Colonia Residents. Please refer to the photograph on **Attachment C** that further illustrate the need and conditions of the Colonia Road

The proposed project involves paving of 19th Street. The proposed project provides the Colonias Residents necessary access to Moorefield Road a paved County Road. Please Refer to **Attachment D and E** that illustrates the Colonias location and access.

The Proposed Project is in a proposed school bus route or maybe considered for a future bus route. Please Refer to **Attachment F.**

TEXAS DEPARTMENT OF TRANSPORTATION
3rd Call Border Colonia Access Program
2008 Application for Competitive & Allocation Funds

This Border Colonia Access Program **(BCAP)** application is for one colonia. This application identifies all work within that specific colonia nominated for the program funds as established by 43 Texas Administrative Code §15.100-15.106. Water/wastewater should be completed before a project is initiated. Attachments are required.

Hidalgo County	**District 21**
Nominating County	**TxDOT District**
Ramirez Subdivision No.2 M1080588	
Name of Colonia & Texas Water Development Board ID#	**Detail Number (Finance Division Only)**

FUNDING TYPE: (CIRCLE ONE) **ALLOCATION** **COMPETITIVE**

Name of Street(s) and Proposed Length of Roadway Work:

Submit a map indicating the location of the work within the colonia and the colonia's connection to the public road network. ***DO NOT SEND A HAND DRAWN SKETCH***

Type of Project and Length in Miles:

Paving: _____ **Repaving :** **550 L.F**

540 L.F.-15" ADS Culvert Pipe

Drainage: **Pipe** **70 L.F.-18"RCP Culvert Pipe** **Curb & Gutter** _____

Culverts _____ **Detention Pond** _____

Purchase of materials, supplies or rental equipment. (Attach a list)

Description of Work: **Attach a report with a complete description of each project, including:**

- **The number of existing paved and unpaved roads within the colonia.**
- **The number of paved or unpaved roads to the colonia.**
- **The condition of current roads to be improved.**
- **Water/wastewater work that could affect proposed work.**
- **The proposed improvements for each road (e.g., width of any paving).**
- **The plan for acquiring right of way for each improved road.**

Include photographs showing the current condition of each road to be improved.

Schedule and Cost: **Attach a detailed schedule and cost estimate of the proposed activities:**

Total Roadway Cost: **$53,909.00** **Total Drainage Cost:** **$40,800.00**
(Include Management, Engineering Design, and Inspection, etc)
Total Estimate of the Project Costs: **$94,709.00**

School Bus Route: **(Check the following)**

Is the proposed work on a school bus route? X Yes _____ No

Would the proposed road be considered a future school bus route? ____ Yes ____ No

If "YES" to either question, a letter from the school district to verify the school bus route for the proposed project, must be attached in order for the proposed project to be considered.

The **Transportation Planning and Programming Division** will evaluate the applications and submit those it determines to be in compliance with Border Colonia Access Program requirements to the Texas Transportation Commission for consideration for approval. Please return the application form and attachments to your local TxDOT District office by **March 31, 2008**.

ATTACHMENT A
Application for Border Colonia Access Program
Description of Work Proposed

The Ramirez Subdivision No.2 (EDAP #M1080588) project consists of approximately 550 l.f. of repaving with a proposed typical road section of 8 inches of caliche base and 1.5 inches of asphalt or as determined through geotechnical soil tests. Project also includes associated drainage with road side ditches and all necessary appurtenances.

Colonia Ramirez Subdivision No.2 consists of 1 interior road(s) and approximately 550 l.f. inadequately paved road that contributes in inadequate drainage and limited access to the Colonia Residents. Please refer to the photograph on **Attachment C** that further illustrate the need and conditions of the Colonia Road

The proposed project involves paving of 20th Street. The proposed project provides the Colonias Residents necessary access to Moorefield Road a paved County Road. Please Refer to **Attachment D and E** that illustrates the Colonias location and access.

The Proposed Project is in a proposed school bus route or maybe considered for a future bus route. Please Refer to **Attachment F.**

TEXAS DEPARTMENT OF TRANSPORTATION
3rd Call Border Colonia Access Program
2008 Application for Competitive & Allocation Funds

This Border Colonia Access Program **(BCAP)** application is for one colonia. This application identifies all work within that specific colonia nominated for the program funds as established by 43 Texas Administrative Code §15.100-15.106. Water/wastewater should be completed before a project is initiated. Attachments are required.

Hidalgo County — **Nominating County**

District 21 — **TxDOT District**

Ramirez Subdivision No.3 M1080589 — **Name of Colonia & Texas Water Development Board ID#**

Detail Number (Finance Division Only)

FUNDING TYPE: (CIRCLE ONE) ALLOCATION COMPETITIVE

Name of Street(s) and Proposed Length of Roadway Work:

Submit a map indicating the location of the work within the colonia and the colonia's connection to the public road network. ***DO NOT SEND A HAND DRAWN SKETCH***

Type of Project and Length in Miles:

Paving: _____ **Repaving : 750 L.F**

520 L.F.-15" ADS Culvert Pipe

Drainage: Pipe 70 L.F.-18" RCP Culvert Pipe **Curb & Gutter** _____

Culverts _____ **Detention Pond** _____

Purchase of materials, supplies or rental equipment. (Attach a list)

Description of Work: Attach a report with a complete description of each project, including:

- **The number of existing paved and unpaved roads within the colonia.**
- **The number of paved or unpaved roads to the colonia.**
- **The condition of current roads to be improved.**
- **Water/wastewater work that could affect proposed work.**
- **The proposed improvements for each road (e.g., width of any paving).**
- **The plan for acquiring right of way for each improved road.**

Include photographs showing the current condition of each road to be improved.

Schedule and Cost: Attach a detailed schedule and cost estimate of the proposed activities:

Total Roadway Cost: $69,171.61 Total Drainage Cost: $33,500.00
(Include Management, Engineering Design, and Inspection, etc)
Total Estimate of the Project Costs: $102,671.61

School Bus Route: (Check the following)

Is the proposed work on a school bus route? X Yes _____ No

Would the proposed road be considered a future school bus route? ____ Yes ____ No

If "YES" to either question, a letter from the school district to verify the school bus route for the proposed project, must be attached in order for the proposed project to be considered.

The **Transportation Planning and Programming Division** will evaluate the applications and submit those it determines to be in compliance with Border Colonia Access Program requirements to the Texas Transportation Commission for consideration for approval. Please return the application form and attachments to your local TxDOT District office by **March 31, 2008**.

ATTACHMENT A
Application for Border Colonia Access Program
Description of Work Proposed

The Ramirez Subdivision No.3 (EDAP #M1080589) project consists of approximately 750 l.f. of repaving with a proposed typical road section of 8 inches of caliche base and 1.5 inches of asphalt or as determined through geotechnical soil tests. Project also includes associated drainage with road side ditches and all necessary appurtenances.

Colonia Ramirez Subdivision No.3 consists of 1 interior road(s) and approximately 750 l.f. inadequately paved road that contributes in inadequate drainage and limited access to the Colonia Residents. Please refer to the photograph on **Attachment C** that further illustrate the need and conditions of the Colonia Road

The proposed project involves paving of 22nd Street. The proposed project provides the Colonias Residents necessary access to Moorefield Road a paved County Road. Please Refer to **Attachment D and E** that illustrates the Colonias location and access.

The Proposed Project is in a proposed school bus route or maybe considered for a future bus route. Please Refer to **Attachment F.**

TEXAS DEPARTMENT OF TRANSPORTATION
3rd Call Border Colonia Access Program
2008 Application for Competitive & Allocation Funds

This Border Colonia Access Program **(BCAP)** application is for one colonia. This application identifies all work within that specific colonia nominated for the program funds as established by 43 Texas Administrative Code §15.100-15.106. Water/wastewater should be completed before a project is initiated. Attachments are required.

Hidalgo County — **Nominating County**

District 21 — **TxDOT District**

Blue Star Enterprises Subdivision M1080111 — **Name of Colonia & Texas Water Development Board ID#**

Detail Number (Finance Division Only)

FUNDING TYPE: (CIRCLE ONE) ALLOCATION COMPETITIVE

Name of Street(s) and Proposed Length of Roadway Work:

Submit a map indicating the location of the work within the colonia and the colonia's connection to the public road network. ***DO NOT SEND A HAND DRAWN SKETCH***

Type of Project and Length in Miles:

Paving: _____ **Repaving :** **2150 L.F**

1200 L.F.-15"ADS Culvert

Drainage: Pipe **350 L.F.-18"RCP Culvert** **Curb & Gutter** _____

Culverts _____ **Detention Pond** _____

Purchase of materials, supplies or rental equipment. (Attach a list)

Description of Work: Attach a report with a complete description of each project, including:

- **The number of existing paved and unpaved roads within the colonia.**
- **The number of paved or unpaved roads to the colonia.**
- **The condition of current roads to be improved.**
- **Water/wastewater work that could affect proposed work.**
- **The proposed improvements for each road (e.g., width of any paving).**
- **The plan for acquiring right of way for each improved road.**

Include photographs showing the current condition of each road to be improved.

Schedule and Cost: Attach a detailed schedule and cost estimate of the proposed activities:

Total Roadway Cost: $198,689.45 Total Drainage Cost: $83,000.00
(Include Management, Engineering Design, and Inspection, etc)
Total Estimate of the Project Costs: $281,689.45

School Bus Route: (Check the following)

Is the proposed work on a school bus route? X Yes _____ No

Would the proposed road be considered a future school bus route? ____ Yes ____ No

If "YES" to either question, a letter from the school district to verify the school bus route for the proposed project, must be attached in order for the proposed project to be considered.

The **Transportation Planning and Programming Division** will evaluate the applications and submit those it determines to be in compliance with Border Colonia Access Program requirements to the Texas Transportation Commission for consideration for approval. Please return the application form and attachments to your local TxDOT District office by **March 31, 2008**.

ATTACHMENT A
Application for Border Colonia Access Program
Description of Work Proposed

The Blue Star Enterprises Subdivision No.2 (EDAP #M1080111) project consists of approximately 2150 l.f. of repaving with a proposed typical road section of 8 inches of caliche base and 1.5 inches of asphalt or as determined through geotechnical soil tests. Project also includes associated drainage with road side ditches and all necessary appurtenances.

Colonia Blue Star Enterprises Subdivision No.2 consists of 5 interior road(s) and approximately 2150 l.f. inadequately paved road that contributes in inadequate drainage and limited access to the Colonia Residents. Please refer to the photograph on **Attachment C** that further illustrate the need and conditions of the Colonia Road

The proposed project involves paving of Maro Street, Kino Street, Ismael Street, Esmeralda Street, and Karina Street. The proposed project provides the Colonias Residents necessary access to El Pinto Road a paved County Road. Please Refer to **Attachment D and E** that illustrates the Colonias location and access.

The Proposed Project is in a proposed school bus route or maybe considered for a future bus route. Please Refer to **Attachment F.**

TEXAS DEPARTMENT OF TRANSPORTATION
3rd Call Border Colonia Access Program
2008 Application for Competitive & Allocation Funds

This Border Colonia Access Program **(BCAP)** application is for one colonia. This application identifies all work within that specific colonia nominated for the program funds as established by 43 Texas Administrative Code §15.100-15.106. Water/wastewater should be completed before a project is initiated. Attachments are required.

Hidalgo County — **Nominating County**

District 21 — **TxDOT District**

Havana Lomas Subdivision No.4 M1080310 — **Name of Colonia & Texas Water Development Board ID#**

Detail Number (Finance Division Only)

FUNDING TYPE: (CIRCLE ONE) ALLOCATION COMPETITIVE

Name of Street(s) and Proposed Length of Roadway Work:

Submit a map indicating the location of the work within the colonia and the colonia's connection to the public road network. ***DO NOT SEND A HAND DRAWN SKETCH***

Type of Project and Length in Miles:

Paving: _____ **Repaving : 1130 L.F**

600 L.F.-15" ADS Culvert Pipe

Drainage: Pipe 140 L.F.-18"RCP Culvert Pipe **Curb & Gutter** _____

Culverts _____ **Detention Pond** _____

Purchase of materials, supplies or rental equipment. (Attach a list)

Description of Work: Attach a report with a complete description of each project, including:

- **The number of existing paved and unpaved roads within the colonia.**
- **The number of paved or unpaved roads to the colonia.**
- **The condition of current roads to be improved.**
- **Water/wastewater work that could affect proposed work.**
- **The proposed improvements for each road (e.g., width of any paving).**
- **The plan for acquiring right of way for each improved road.**

Include photographs showing the current condition of each road to be improved.

Schedule and Cost: Attach a detailed schedule and cost estimate of the proposed activities:

Total Roadway Cost: $126,643.29 Total Drainage Cost: $43,200.00
(Include Management, Engineering Design, and Inspection, etc)
Total Estimate of the Project Costs: $169,843.29

School Bus Route: (Check the following)

Is the proposed work on a school bus route? X Yes _____ No

Would the proposed road be considered a future school bus route? ____ Yes ____ No

If "YES" to either question, a letter from the school district to verify the school bus route for the proposed project, must be attached in order for the proposed project to be considered.

The **Transportation Planning and Programming Division** will evaluate the applications and submit those it determines to be in compliance with Border Colonia Access Program requirements to the Texas Transportation Commission for consideration for approval. Please return the application form and attachments to your local TxDOT District office by **March 31, 2008**.

ATTACHMENT A
Application for Border Colonia Access Program
Description of Work Proposed

The Havana Lomas Subdivision No.4 (EDAP #M1080310) project consists of approximately 1130 l.f. of repaving with a proposed typical road section of 8 inches of caliche base and 1.5 inches of asphalt or as determined through geotechnical soil tests. Project also includes associated drainage with road side ditches and all necessary appurtenances.

Colonia Havana Lomas Subdivision No.4 consists of 3 interior road(s) and approximately 1130 l.f. inadequately paved road that contributes in inadequate drainage and limited access to the Colonia Residents. Please refer to the photograph on **Attachment C** that further illustrate the need and conditions of the Colonia Road

The proposed project involves paving of Graciela Street, Delia Street, and Manuel Street. The proposed project provides the Colonias Residents necessary access to Havana Road (Patricio Perez Road) a paved County Road. Please Refer to **Attachment D and E** that illustrates the Colonias location and access.

The Proposed Project is in a proposed school bus route or maybe considered for a future bus route. Please Refer to **Attachment F.**

TEXAS DEPARTMENT OF TRANSPORTATION
3rd Call Border Colonia Access Program
2008 Application for Competitive & Allocation Funds

This Border Colonia Access Program **(BCAP)** application is for one colonia. This application identifies all work within that specific colonia nominated for the program funds as established by 43 Texas Administrative Code §15.100-15.106. Water/wastewater should be completed before a project is initiated. Attachments are required.

Hidalgo County — **Nominating County**

District 21 — **TxDOT District**

Havana Lomas Subdivision No.5 M1080311 — **Name of Colonia & Texas Water Development Board ID#**

Detail Number (Finance Division Only)

FUNDING TYPE: (CIRCLE ONE) ALLOCATION COMPETITIVE

Name of Street(s) and Proposed Length of Roadway Work:

Submit a map indicating the location of the work within the colonia and the colonia's connection to the public road network. ***DO NOT SEND A HAND DRAWN SKETCH***

Type of Project and Length in Miles:

Paving: _____ **Repaving :** **700 L.F**

Drainage: **Pipe** **440 L.F.-15" ADS Culvert Pipe** **Curb & Gutter** _____

Culverts _____ **Detention Pond** _____

Purchase of materials, supplies or rental equipment. (Attach a list)

Description of Work: **Attach a report with a complete description of each project, including:**

- **The number of existing paved and unpaved roads within the colonia.**
- **The number of paved or unpaved roads to the colonia.**
- **The condition of current roads to be improved.**
- **Water/wastewater work that could affect proposed work.**
- **The proposed improvements for each road (e.g., width of any paving).**
- **The plan for acquiring right of way for each improved road.**

Include photographs showing the current condition of each road to be improved.

Schedule and Cost: **Attach a detailed schedule and cost estimate of the proposed activities:**

Total Roadway Cost: **$65,332.18** **Total Drainage Cost:** **$28,300.00**
(Include Management, Engineering Design, and Inspection, etc)
Total Estimate of the Project Costs: **$93,632.18**

School Bus Route: **(Check the following)**

Is the proposed work on a school bus route? X Yes _____ No

Would the proposed road be considered a future school bus route? ____ Yes ____ No

If "YES" to either question, a letter from the school district to verify the school bus route for the proposed project, must be attached in order for the proposed project to be considered.

The **Transportation Planning and Programming Division** will evaluate the applications and submit those it determines to be in compliance with Border Colonia Access Program requirements to the Texas Transportation Commission for consideration for approval. Please return the application form and attachments to your local TxDOT District office by **March 31, 2008**.

ATTACHMENT A
Application for Border Colonia Access Program
Description of Work Proposed

The Havana Lomas Subdivision No.5 (EDAP #M1080311) project consists of approximately 700 l.f. of repaving with a proposed typical road section of 8 inches of caliche base and 1.5 inches of asphalt or as determined through geotechnical soil tests. Project also includes associated drainage with road side ditches and all necessary appurtenances.

Colonia Havana Lomas Subdivision No.5 consists of 2 interior road(s) and approximately 700 l.f. inadequately paved road that contributes in inadequate drainage and limited access to the Colonia Residents. Please refer to the photograph on **Attachment C** that further illustrate the need and conditions of the Colonia Road

The proposed project involves paving of Delia Street and Manuel Street. The proposed project provides the Colonias Residents necessary access to Havana Road (Patricio Perez) a paved County Road. Please Refer to **Attachment D and E** that illustrates the Colonias location and access.

The Proposed Project is in a proposed school bus route or maybe considered for a future bus route. Please Refer to **Attachment F.**

AI-29625 **16. A.**

CC REGULAR

Meeting Date: 12/12/2011

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Requesting approval to reimburse Sergio Cruz #132438 for the purchase of fuel for (2) 2011 Ford F-150 Trucks (County Vehicles) in the amount of $20.00.

BACKGROUND

Vin # 1FTEX1CM4BFB05498, Lic. Plates:
Vin # 1FTEX1CM2BFB05497, Lic. Plates:

The reason for the fuel purchase was because the fuel cards had not been ordered, and the vehicles had to be taken to Delta Specialty to get decals installed.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-415-14-115-001-0-626

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

BUDGETARY IMPACT:

available balance as of 12/07/11 - $1,184.01

Attachments

affidavit & receipt

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/07/2011 01:31 PM
Erika Zamora	Erika Zamora	12/08/2011 10:11 AM
Purchasing Department	Monica Badillo	12/09/2011 08:55 AM

Form Started By: Angela Garcia Started On: 11/09/2011 10:25 AM

Final Approval Date: 12/09/2011

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Sergio Cruz, do hereby state that the item(s) listed on the invoice(s) named below
PURCHASER'S NAME
were purchased for the exclusive use of Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
18885	11/03/11	10.00	Fiesta Food Stores
24331	11/03/11	10.00	Fiesta Food Stores
TOTAL		20.00	

I further state that I was authorized to make such a purchase(s).

I therefore request reimbursement of this invoice (these invoices) from Hidalgo County and that payment be made payable to me.

SIGNATURE: _____

TITLE: Budget Officer
PERSON MAKING PURCHASE

Before me Angela Garcia, a Notary Public, appeared Sergio Cruz and on **h**is oath deposed and stated that the foregoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. **H**e **/ S**___ further stated **h**e **/ s**___ requested payment of the same.

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

Angela Garcia
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____
APPROVAL: DEPARTMENT HEAD

_____
APPROVAL: COUNTY AUDITOR

COUNTY AUDITOR'S FORM: ARS-CA-004
REVISED: 11/23/2004

WELCOME TO
FIESTA FOOD STORES
TO48875242-001 FIESTA FOOD STORE
2800 S. BUS. HWY 281
EDINBURG TX 78539

Descr.	qty	amount
Prepay CA#04		10.00
Sub Total		10.00
Tax		0.00
TOTAL		10.00
CASH	$	20.00
Change	$	-10.00

THANKS, COME AGAIN
REG# 0001 CSH# 001 DR# 01 TRAN# 18885
11/03/11 10:15:55 ST# AB123

2.986
Gallons
w/c #2

WELCOME TO
FIESTA FOOD STORES
TO48875242-001 FIESTA FOOD STORE
2800 S. BUS. HWY 281
EDINBURG TX 78539

Descr.	qty	amount
Prepay CA#04		10.00
Sub Total		10.00
Tax		0.00
TOTAL		10.00
CASH	$	10.00

THANKS, COME AGAIN
REG# 0002 CSH# 001 DR# 01 TRAN# 24331
11/03/11 13:37:53 ST# AB123

2.986 Gallons
w/c #1

AI-30078 **16. B. 1.**

CC REGULAR

Meeting Date: 12/12/2011

Submitted For: Pct. 1 Drainage Improv. **Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. #1 Drainage Improvement (1200):
1. Approval of certification of revenues as certified by the County Auditor for Pct. 1 Drainage Improvement labor reimbursements.
2. Approval of 2011 appropriation of funds for the Pct. 1 Drainage Improvement (fund 1200, program 052) in the amount of $20,669.26 to fund payroll expenditures in relation to the Pct. 1 Drainage Improvement Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-121-052-0-XXX

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

BUDGETARY IMPACT:

2011 Appropriation of funds in relation to Pct. 1 Drainage labor reimbursments for the month of October 2011 (PP #20 & 21) in the amount of $20,669.26.

Revenue acct #1-1200-360-00-121-002-0-000 "R & B Pct. 1-Misc-Drain Reim."

Attachments

Appropriation
letter

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	12/08/2011 02:12 PM
Budget & Management	Merlen P. Munoz	12/08/2011 02:19 PM
Erika Zamora	Erika Zamora	12/08/2011 03:06 PM
Ivan Cantu (Originator)	Ivan Cantu	12/08/2011 03:28 PM
Purchasing Department	Monica Badillo	12/09/2011 08:55 AM

Form Started By: Ivan Cantu Started On: 12/08/2011

Final Approval Date: 12/09/2011

DATE: December 12, 2011

2011
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: DBM for Pct. 1 Drainage Improvement Project

ACCOUNT NUMBER: 1-1200-431-00-121-052-0-XXX

Contact Person: Ivan Cantu Ph#: (956) 292-7025 ext. 5425

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
1-1200-431-00-121-052-0- 113	Pct. 1 Drain Imprv. Prj.-	Reg. F/T Employees	15,205.97
1-1200-431-00-121-052-0- 115	Pct. 1 Drain Imprv. Prj.-	Longevity	88.88
1-1200-431-00-121-052-0- 211	Pct. 1 Drain Imprv. Prj.-	Health Insurance	1,911.91
1-1200-431-00-121-052-0- 212	Pct. 1 Drain Imprv. Prj.-	Life Insurance	12.40
1-1200-431-00-121-052-0- 220	Pct. 1 Drain Imprv. Prj.-	FICA	1,188.48
1-1200-431-00-121-052-0- 230	Pct. 1 Drain Imprv. Prj.-	Retirement	1,527.46
1-1200-431-00-121-052-0- 250	Pct. 1 Drain Imprv. Prj.-	Unemployment Comp.	734.16
1-1200-360-00-121-002-0- 000	*R & B Pct. 1-Misc-*	*Drain Reim.*	*20,669.26*
		TOTAL BUDGET INCREASE (DECREASE)	-

REASON: Appropriation of funds for the Pct. 1 Drainage Improvement Project payroll expenditures. Pct. 1 Drainage reimbursements have been completed for the month of October 2011 (PP #20-21). Total YTD reimbursements (Jan. thru Oct.) total $202,701.98.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

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

December 9, 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 § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

> The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from drainage labor reimbursements in the amount of $20,669.26 for Precinct No. 1. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

12/9/11
Date

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. RETIRED | 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-30088 **16. B. 2.**

CC REGULAR

Meeting Date: 12/12/2011

Submitted For: Norma Ceballos **Submitted By:** Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. 3 R&B (1200):
Approval of 2011 appropriation of funds into Pct. #3 Rd Maint in the total amount of $20,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-123-005-0-626

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

BUDGETARY IMPACT:

Appropriation of funds from Pct. #3 R&B Fund Balance in the amount of $20,000.00.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/08/2011 02:58 PM
Perla Lopez	Perla Lopez	12/08/2011 03:09 PM
Purchasing Department	Monica Badillo	12/09/2011 08:55 AM

Form Started By: Erika Zamora Started On: 12/08/2011 02:44 PM

Final Approval Date: 12/09/2011

DATE: December 12, 2011

2011
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Pct. 3 Rd Maint

ACCOUNT NUMBER: 1-1200-431-00-123-005-0-626

Contact Person: Erika Zamora **Ph#:** (956) 292-7025 ext. 5416

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
1-1200-431-00-123-005-0- 626	Pct.3 Rd Maint Gasoline/Diesel	20,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**20,000.00**

REASON: Appropriation of funds from Pct. 3 R&B fund balance to fund fuel expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-29990 **17. A. 4.**

CC REGULAR

Meeting Date: 12/12/2011

Submitted For: Martha L. Salazar **Submitted By:** Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Exemption from Competitive Procurement Requirements:

a. Requesting exemption from competitive bidding requirements under Tx. Local Government Code, Chapter 262, Section .024 (a) (3)-"an item necessary because of unforeseen damage to public property", and (7)"an item that can be obtained from only one source, including":(D)-"captive replacement parts or components for equipment;"and (11) "vehicle and equipment repairs": (B) films, manuscripts, or books:

b. Requesting authority to purchase repairs only (excludes maintenance for vehicles or equipment) for County-owned vehicles and equipment from the vendors identified and detailed revised list attached hereto through the established and approved procedures for the requisition and purchase order process with said authority to extend through December 31, 2012.

c. Requesting authority to purchase parts for County-owned heavy equipment and machinery from the vendors identified and detailed revised list attached hereto through the established and approved procedures for the requisition and purchase order process with said authority to purchase through December 31, 2012.

Through all funding sources:

a. Requesting exemption from competitive bidding requirements under Tx. Local Government Code, Chapter 262, Section .024 (a) (8) (d) "an item of food for Sheriff's Office, Adult Detention Facility (aka, County Jail), Juvenile Probation, Adult Probation & Texas Agrilife Extension Service, including all other Hidalgo County Departments, Elected Office, Programs and/or Agencies requiring food purchases;

b. Pursuant to same statute, specifically 262.024 (d), action on the following:

1. Solicitation of at least three (3) quotes by:

a. telephone; or,

b. written quotations;

2. Set the intervals for the solicitation of quotes for:

a. current & historic time frame is 30 days;

b. Other as approved_____;

3. Presentation for approval of the proposed draft solicitation quote/bid form including terms, conditions, requirements, and draft agreement for vendors awarded contracts.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No budgetary Impact.

Attachments

Exemption 262.024

HC Purchasing Policies & Procedures

Sealed Quote Form

Food Tabulation Form

BACKUP

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/07/2011 09:20 AM
Budget & Management	Merlen P. Munoz	12/07/2011 10:29 AM
Rosalinda Cantu	Rosie Cantu	12/08/2011 10:11 AM
Auditor's Office	Monica Badillo	12/09/2011 08:55 AM

Form Started By: Matilde Faz Started On: 12/05/2011 08:31 AM

Final Approval Date: 12/09/2011

issue anticipation notes for the payment of that contract in an amount that exceeds the lesser of:

(1) 20 percent of the county's budget for the fiscal year in which the county enters into the contract; or

(2) $10 million.

(c) In applying the requirements established by Subsection (a), all separate, sequential, or component purchases of items ordered or purchased, with the intent of avoiding the requirements of this subchapter, from the same supplier by the same county officer, department, or institution are treated as if they are part of a single purchase and of a single contract. In applying this provision to the purchase of office supplies, separate purchases of supplies by an individual department are not considered to be part of a single purchase and single contract by the county if a specific intent to avoid the requirements of this subchapter is not present.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 57(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1250, § 9, eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 16, § 13.02(b), eff. Aug. 26, 1991; Acts 1993, 73rd Leg., ch. 757, §§ 13, 38, eff. Sept. 1, 1993; Acts 1997, 75th Leg., ch. 442, § 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 505, § 2, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 436, § 4, eff. May 28, 2001; Acts 2001, 77th Leg., ch. 1063, § 2, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1409, § 4, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1276, § 12.004, eff. Sept. 1, 2003; Acts 2007, 80th Leg., ch. 689, § 1, eff. Sept. 1, 2007.

[1] V.T.C.A., Local Government Code § 271.041 et seq.

Section 2 of Acts 2007, 80th Leg., ch. 689 provides:

"The changes in law made by this Act apply only to a contract entered into on or after the effective date [Sept. 1, 2007] of this Act. A contract entered into before the effective date of this Act is governed by the law in effect when the contract was entered into, and the former law is continued in effect for that purpose."

§ 262.0235. Procedures Adopted by County Purchasing Agents for Electronic Bids or Proposals

The county purchasing agent, before receiving electronic bids or proposals, shall adopt rules in conformance with Section 262.011(*o*) to ensure the identification, security, and confidentiality of electronic bids or proposals.

Added by Acts 2001, 77th Leg., ch. 1063, § 3, eff. Sept. 1, 2001.

§ 262.024. Discretionary Exemptions

(a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

(D) captive replacement parts or components for equipment;

(8) an item of food;

(9) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; [1] or

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government;

(10) any work performed under a contract for community and economic development made by a county under Section 381.004; or

(11) vehicle and equipment repairs.

(b) The renewal or extension of a lease or of an equipment maintenance agreement is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption and if:

issue anticipation notes for the payment of that contract in an amount that exceeds the lesser of:

(1) 20 percent of the county's budget for the fiscal year in which the county enters into the contract; or

(2) $10 million.

(c) In applying the requirements established by Subsection (a), all separate, sequential, or component purchases of items ordered or purchased, with the intent of avoiding the requirements of this subchapter, from the same supplier by the same county officer, department, or institution are treated as if they are part of a single purchase and of a single contract. In applying this provision to the purchase of office supplies, separate purchases of supplies by an individual department are not considered to be part of a single purchase and single contract by the county if a specific intent to avoid the requirements of this subchapter is not present.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 57(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1250, § 9, eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 16, § 13.02(b), eff. Aug. 26, 1991; Acts 1993, 73rd Leg., ch. 757, §§ 13, 38, eff. Sept. 1, 1993; Acts 1997, 75th Leg., ch. 142, § 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 505, § 2, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 436, § 4, eff. May 28, 2001; Acts 2001, 77th Leg., ch. 1063, § 2, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1409, § 4, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1276, § 12.004, eff. Sept. 1, 2003; Acts 2007, 80th Leg., ch. 689, § 1, eff. Sept. 1, 2007.

[1] V.T.C.A., Local Government Code § 271.041 et seq.

Section 2 of Acts 2007, 80th Leg., ch. 689 provides:

"The changes in law made by this Act apply only to a contract entered into on or after the effective date [Sept. 1, 2007] of this Act. A contract entered into before the effective date of this Act is governed by the law in effect when the contract was entered into, and the former law is continued in effect for that purpose."

§ 262.0235. Procedures Adopted by County Purchasing Agents for Electronic Bids or Proposals

The county purchasing agent, before receiving electronic bids or proposals, shall adopt rules in conformance with Section 262.011(o) to ensure the identification, security, and confidentiality of electronic bids or proposals.

Added by Acts 2001, 77th Leg., ch. 1063, § 3, eff. Sept. 1, 2001.

§ 262.024. Discretionary Exemptions

(a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

(D) captive replacement parts or components for equipment;

(8) an item of food;

(9) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; [1] or

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government;

(10) any work performed under a contract for community and economic development made by a county under Section 381.004; or

(11) vehicle and equipment repairs.

(b) The renewal or extension of a lease or of an equipment maintenance agreement is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption and if:

(1) the lease or agreement has gone through the competitive bidding procedure within the preceding year;

(2) the renewal or extension does not exceed one year; and

(3) the renewal or extension is the first renewal or extension of the lease or agreement.

(c) If an item exempted under Subsection (a)(7) is purchased, the commissioners court, after accepting a signed statement from the county official who makes purchases for the county as to the existence of only one source, must enter in its minutes a statement to that effect.

(d) The exemption granted under Subsection (a)(8) of this section shall apply only to the sealed competitive bidding requirements on food purchases. Counties shall solicit at least three bids for purchases of food items by telephone or written quotation at intervals specified by the commissioners court. Counties shall award food purchase contracts to the responsible bidder who submits the lowest and best bid or shall reject all bids and repeat the bidding process, as provided by this subsection. The purchasing officer taking telephone or written bids under this subsection shall maintain, on a form approved by the commissioners court, a record of all bids solicited and the vendors contacted. This record shall be kept in the purchasing office for a period of at least one year or until audited by the county auditor.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 59(e), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 962, § 1, eff. Sept. 1, 1989; Acts 1989, 71st Leg., ch. 1001, § 2, eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1060, § 1, eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 16, § 13.03, eff. Aug. 26, 1991; Acts 1997, 75th Leg., ch. 142, § 2, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1065, § 1, eff. June 15, 2001; Acts 2007, 80th Leg., ch. 1272, § 3, eff. Sept. 1, 2007.

[1] V.T.C.A. Bus. & Com. Code § 17.81 et. seq.

§ 262.0241. Mandatory Exemptions: Certain Recreational Services

(a) This section applies only to a county that:

(1) has a population of 20,000 or less; and

(2) owns not more than one golf course open for public use.

(b) The competitive bidding and competitive proposal procedures prescribed by this subchapter do not apply to the purchase of:

(1) management services for:

(A) a county-owned golf course; or

(B) a retail facility owned by the county and located on the premises of the golf course; and

(2) landscape maintenance services for a county-owned golf course.

Added by Acts 2001, 77th Leg., ch. 1065, § 2, eff. June 15, 2001.

§ 262.0245. Competitive Bidding Procedures Adopted by County Purchasing Agents

A county purchasing agent shall adopt procedures that provide for competitive bidding, to the extent practicable under the circumstances, for the county purchase of an item under a contract that is not subject to competitive bidding under Section 262.023.

Added by Acts 1991, 72nd Leg., ch. 16, § 13.02(e), eff. Aug. 26, 1991. Renumbered from § 262.0241 by Acts 2001, 77th Leg., ch. 1065, § 2, eff. June 15, 2001.

§ 262.025. Competitive Bidding Notice

(a) A notice of a proposed purchase must be published at least once a week in a newspaper of general circulation in the county, with the first day of publication occurring before the 14th day before the date of the bid opening. If there is no newspaper of general circulation in the county, the notice must be posted in a prominent place in the courthouse for 14 days before the date of the bid opening.

(b) The notice must include:

(1) the specifications describing the item to be purchased or a statement of where the specifications may be obtained;

(2) the time and place for receiving and opening bids and the name and position of the county official or employee to whom the bids are to be sent;

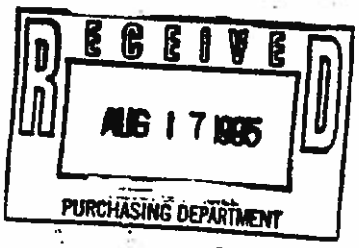
(3) whether the bidder should use lump-sum or unit pricing;

(4) the method of payment by the county; and

(5) the type of bond required by the bidder.

(c) If any part of the payment for a proposed purchase will be made through time warrants, the notice also must include a statement of the maximum amount of time warrant indebtedness, the rate of interest on the time warrants, and the maximum maturity date of the time warrants.

(d) In a county with a population of 3.3 million or more, the county and any district or authority created under Article XVI, Section 59, of the Texas Constitu-



HIDALGO COUNTY PURCHASING POLICIES AND PROCEDURES

Effective as of Aug 8, 1995

4.02. **Supervise All Purchases.** The Purchasing Agent shall supervise all purchases made by competitive bid and shall ensure that all purchased supplies, materials and equipment are delivered to the proper County officer or department in according with the purchase order or contract.

4.03. **Interlocal Cooperation.** The Purchasing Agent may cooperate with the purchasing agent or department of the state of Texas and/or any local government unit to purchase any item in volume as may be necessary. Warrants or checks drawn by the County Auditor shall be honored by the County Treasurer to reimburse such purchasing agent or department making the purchase for the County.

4.04. **Inter-Department Transfers.** To prevent unnecessary purchases, the Purchasing Agent shall transfer County supplies, materials and equipment from an agency of the County, a County department, officer or employee of the County that are not needed or used to another County agency, County department, officer or employee of the County requiring the supplies or materials or use of the equipment. The Purchasing Agent shall furnish to the County Auditor a list of transferred supplies, materials and equipment.

4.05. **Disposal of Salvage Property.** The Purchasing Agent, acting for the Commissioners Court and by delegation of the Commissioners Court, shall dispose of surplus or salvage property following the procedures required by state statute and as set out in the instructions accompanying Form SLVG-PD-001. Form SLVG-PD-001 **must** be completed and necessary approvals received for all surplus/salvage property dispositions.

4.06. **Prepare Specifications.** The Purchasing Agent, along with the person requesting the purchase of any item or items requiring competitive bids, pursuant to Chapter 262, Texas Local Government Code, shall prepare bid specifications which shall be approved by the Commissioners Court and advertised, received and awarded, in accordance with Chapter 262, Texas Local Government Code.

V. Delegation of Duties

5.01. **Purchases Not Exceeding $1,000.00** The Purchasing Agent may delegate to any elected official or department head the authority to purchase materials and supplies valued up to One Thousand Dollars ($1,000.00).

5.02. **Repairs–Vehicles & Equipment.** The Purchasing Agent may delegate to any elected official or department head the authority to purchase repair parts and services for motor vehicles, office or shop equipment, and similar items valued up to Two Thousand Dollars ($2,000.00).

5.03. **Repairs–Heavy Machinery.** Purchases of repair parts and services for road-building and other heavy machinery valued up to Five Thousand Dollars ($5,000.00)

is delegated to each County Commissioner and to the Manager of Hidalgo County Drainage District #1.

5.04. **Limitation of Delegation.** Notwithstanding any provision herein to the contrary, no delegation of authority to purchase any item bought from the permanent improvement fund or any equipment which shall be recorded in the physical inventory record is hereby made.

5.05. **Authorized Employees.** Elected officials and department heads may also delegate the authority to purchase materials and supplies valued up to One Thousand Dollars ($1,000.00) by furnishing the Purchasing Agent a memorandum listing the employee(s) so authorized.

5.06. **Waiver by County Judge.** Pursuant to the provisions of Texas Local Government Code § 113.901(c), the County Judge may, by written order, waive the requirement of approval of all requisitions and purchase orders. In such event, all claims must be approved by the Commissioners Court in open court prior to payment.

VI. Requisition Process.

6.01. **Overview.** Requisitioning is the process of formally requesting that a purchase be made. Counties are required by statute (Tex. Loc. Govt. Code §113.901) to use a requisitioning system. The purpose of the Requisition is to inform the Purchasing Department of what to buy, when it is required and where to deliver it.

6.02. **Procedures and Forms.**

6.02.01. All purchases of goods and services, other than purchases under the authority delegated in Article V, shall be commenced by the requesting department completing a Hidalgo County Requisition Form (*Form HCPD-01*) and submitting it to the Purchasing Department.

6.02.02. Form HCPD-01 should be completed well in advance of the date that the goods or services are required by the requesting department in order to allow the Purchasing Department and the vendor to assure the goods are delivered or services performed by the date required by the requesting department.

6.02.03. Form HCPD-01 *must* be completed in its entirety. Incomplete Requisition Forms will be returned to the requesting department and will delay the order and delivery of the requested goods or services.

6.03. **Requisition Priority Designations.** Each Form HCPD-01 must contain a priority designation and state a definite date by which the items are needed (i.e... not "Rush" or "ASAP"). The priority categories set forth below will be strictly adhered to, and the Purchasing Agent is authorized to investigate priority designations to determine abuse

REQUEST FOR SEALED QUOTES FORM

DATE: _____

COMPANY NAME:		**REQUEST FOR:**	
ADDRESS:		QUOTATION	
CITY/STATE/ZIP:		INQUIRY ONLY	
PHONE/ FAX NO.:		THIS IS NOT AN ORDER	
REPRESENTATIVE:		SUMMARY OF QUOTATION	

FROM:	**Ovidio Gonzalez, Travel Card Specialist**	F.O.B.
ADDRESS:	**2802 S. Bus. Hwy 281**	DELIVERY
	Edinburg, Texas 78539	QUOTE GOOD FOR _____ DAYS
PHONE	**Phone: (956)- 318-2626 ext 4879**	
FAX	**Fax: (956)- 292-7612**	TERMS FROM _____ TO _____
	Contact Person: Ovidio Gonzalez	**QUOTATIONS MUST BE RECEIVED BY:** _____ on DATE _____ In person

PLEASE QUOTE UNIT PRICE, SHIPPING POINT, F.O.B., DELIVERY SCHEDULE AND TERMS ON:

QUANTITY	ITEM	DESCRIPTION AND DELIVERY REQUIRED	UNIT PRICE	TOTAL AMOUNT
		Refer to Exhibit B for pricing however this form must be completed where applicable and attached with your quote (Exhibit "B" Quote Page)		
		AUTHORIZED SIGNATURES		

SPECIAL NOTICE TO VENDORS:

1. IF UNABLE TO QUOTE, PLEASE ADVISE AT ONCE AND RETURN NO BID.
2. SHOW ABOVE QUOTE NUMBER ON ALL PROJECT CORRESPONDENCE.
3. ITEMIZE ALL UNIT PRICES AND DISCOUNTS SEPARATELY.
4. ATTACH COMPLETE SPECIFICATIONS FOR ANY SUBSTITUTIONS OFFERED.
5. WE RESERVE THE RIGHT TO ACCEPT OR PROTECT YOUR QUOTATION.
6. ALL QUOTATIONS SUBJECT TO ACCEPTANCE ON OUR USUAL PURCHASE ORDER FORMS.
7. QUOTES MUST NOT EXCEED LIMIT OF $25,000.00

PLEASE FILL IN ALL THE HIGHLIGHTED AREAS AND SEND IN WITH EXHIBIT "B"

REQUEST FOR OFFER FOR GROCERIES-_____ THRU _____ ** Products to be ordered on as needed basis, As requested by the _____ Authorized Personal. (Estimated usage only for a six-month period, amount of units may change depending on population of inmates) cs=case, lb=pounds, oz=ounces, gal=gallons, dz=dozen, bg=bags, ct=count, qt=quart, pt=pint

YOUR BID MUST INCLUDE THIS INFORMATION

MEAT PRODUCTS-RAW

ITEM	DESCRIPTION	PKG.	WEIGHT	Amt needed now	Back Order	DELIVARY WKLY BI-WEEKLY, MTHLY	UNIT COST	TOTAL COST
1							$	$
2							$	$
3							$	$
4							$	$
5							$	$
6							$	$
7							$	$
8							$	$
9							$	$
10							$	$
11							$	$
12							$	$
13							$	$
14							$	$
15							$	$

ITEM	DESCRIPTION	PKG.	WEIGHT	Amt needed now	Back Order	DELIVARY WKLY BI-WEEKLY, MTHLY	UNIT COST	TOTAL COST

DAIRY PRODUCTS

1							$	$
2							$	$
3							$	$
4							$	$
5							$	$
6							$	$
7							$	$
8							$	$
9							$	$

PRODUCE

1							$	$
2							$	$
3							$	$
4							$	$
5							$	$
6							$	$
7							$	$
8							$	$
9							$	$
10							$	$
11							$	$

MEAT PRODUCTS FULLY COOKED

ITEM	DESCRIPTION	PKG.	WEIGHT	Amt needed now	Back Order	DELIVARY WKLY BI-WEEKLY, MTHLY	UNIT COST	TOTAL COST
1							$	$
2							$	$
3							$	$
4							$	$
5							$	$
6							$	$
7							$	$
8							$	$
9							$	$
10							$	$
11							$	$
12							$	$
13							$	$
14							$	$
15							$	$
16							$	$
17							$	$
18							$	$
19							$	$
20							$	$

STAPLES perishables & non-perishables

ITEM	DESCRIPTION	PKG.	WEIGHT	Amt needed now	Back Order	DELIVARY WKLY BI-WEEKLY, MTHLY	UNIT COST	TOTAL COST
1							$	$
2							$	$
3							$	$
4							$	$
5							$	$
6							$	$
7							$	$
8							$	$
9							$	$
10							$	$
11							$	$
12							$	$
13							$	$
14							$	$
15							$	$
16							$	$
17							$	$
18							$	$
19							$	$
20							$	$
21							$	$
22							$	$
23							$	$
24							$	$

2011-2012
VENDOR'S LIST FOR
HIDALGO COUNTY
(OWNED)
VEHICLES / EQUIPMENT / HEAVY EQUIPMENT / MACHINERY – PARTS & REPAIRS

Vendor No.	Company Name	Address	City
347612	A-1 Auto Glass LLC	517 N. 10th St.	McAllen
000426	Aamatic Transmissions	616 S. 23rd.	McAllen
371823	Aamco Transmissions	120 S. 23rd.	McAllen
089885	Action Hydraulic Hoses, Etc.	1010 W. Kika De La Garza	Mission
318108	American Machine Shop & Pumps	2120 E. Richardson	Edinburg
001864	Amigo Implement Company, Inc.	304 W. Monte Cristo Rd.	Edinburg
001961	Anderson Equipment Co. Inc.	P. O. Box 662	Pharr
003166	Barbee-Neuhaus Impl Co.	2000 E. Expressway 83	Weslaco
096822	Bert Ogden Chevrolet, Inc.	1400 E. Expressway 83	Mission
323144	Bert Ogden McAllen Motors, Inc.	P. O. Box 3098	McAllen
003654	Bert Ogden Motors, Inc.	4221 S. Hwy. 281	Edinburg
291277	Bert Ogden RGV RV Center, Inc.	1400 E. Expressway 83	Mission
004014	Boggus Motor Sales L.P.	1400 E. Highway 83	McAllen
004057	Border Engine Rebuilders	100 International Blvd.	Weslaco
4537	Burton Auto Supply, Inc.	P. O. Box 2201	Decatur, AL
43265	Camco Wheel & Axle	P. O. Box	Pharr
284041	Carrillo Investments, Inc. d/b/a Vic's Auto Rebuilders		Pharr
006041	Charles Clark Chevrolet Co.	P. O. Box 938	McAllen
213861	Collision Masters Auto Body Shop d/b/a Tow Masters Wrecker		Mission
247774	D & R Glass etc. Inc. d/b/a Glass Etc.		McAllen
353787	Doggett Equipment Services Group LTD	D/B/A Toyota Lift of Texas	Houston
324493	Doggett Heavy Machinery Services LTD	705 E. Nolana Loop	Pharr
326577	E. R. Paint Shop	2420 W. Monte Cristo Rd.	Edinburg
174181	Edinburg Machine Shop		Edinburg
011266	Ernie's Service LLC	1912 N. Cage	Pharr
349631	Falcon Seal & Supply	P. O. Box 2643	McAllen
344699	Fiesta Chevrolet, Inc.	4002 S. Expressway 281	Edinburg

248649	FleetPride	P. O. Box 847118	Dallas
013129	French-Ellison Truck Center, LTD	4300 N. Cage St.	Pharr
013161	Fuel Injection Service Inc.	3401 N. Cage	Pharr
231266	G & S Glass LLC	616 N. Closner	Edinburg
242101	H & V Equipment, Inc.	P. O. Box 909	Progreso
252468	Hacienda Ford	3010 W. University	Edinburg
094366	Holt Texas LTD d/b/a Holt Cat	P. O. Box 911975	Dallas
279838	Interstate All Battery Centers	2302 Red River Dr.	Mission
259969	Interstate Battery of Texas Valley	5510 N. Cage Blvd. Ste. R	Pharr
179442	Ivan's Automotive	2245 S. Closner	Edinburg
309125	J & M Hydraulics	P. O. Box 1319	Mercedes
279315	Jesse's Radiator & Muffler Shop	617 N. Airport Dr.	Weslaco
306878	Jesse's Radiator & Muffler Shop	440 W. Bus. Hwy. 83	San Juan
181218	Jesse's Star Muffler & Truck Accessories		McAllen
169757	Kip's Kwik Lube Center, Inc.	P. O. Box 532189	Harlingen
192503	Lima's Auto Repair	2601 W. Auburn Ave.	McAllen
164755	Mare's Windshield/Glass	505 E. Schunior	Edinburg
125334	Mingo's Car Klinic	510 N. Closner	Edinburg
24996	Mission Auto Electric, Inc.	P. O. Box 578	Mission
275506	Mobile Relays Partners, LTD	P. O. Box 1808	McAllen
352799	Norfoxx Refrigeration Inc.	415 Texas Ave. Ste. A	Round Rock
195545	Nueces Power Equipment	P. O. Box 4789	Corpus Christi
221945	O'Rielly Auto Parts	233 S. Patterson	Springfield, MO
374059	Pasargad, LLC	4005 W. US Hwy. 83	McAllen
370045	Peña's Spray on Bedliners	6912 Loma Linda	Mission
150797	Petroleum Solutions, Inc.	P. O. Box 2346	McAllen
91987	Pueblo Tires & Service		McAllen
315486	Radiadores Del Valle	9514 N. FM 1015	Mercedes
156876	Ram Truck Service, Inc.	2500 W. Expressway 83	Mission
299715	Raul Longoria Radiator Shop	3302 S. Raul Longoria Rd.	Edinburg
174343	Reyes Tarp & Tents	802 W. State	Pharr
216607	Rio Hydraulic Sales & Service	1213 E. Tamarack	McAllen
283797	Romco Equipment Co.	P. O. Box 841496	Dallas

218332	Rush Equipment Centers Of Texas, Inc.	10100 N. Loop East	Houston
269123	Rush Truck Center of Texas, LP	Department 1265	Birmingham, AL
93963	Safety Kleen Systems, Inc.	P. O. Box 650509	Dallas
33766	Sea Garden Sales d/b/a SGS, Ind.	2771 Robindale	Brownsville
033871	Seiver Implement Co. Inc.	P. O. Box 699	Donna
311987	Sepulveda's Auto Service #2	2204 Olmo Ave.	San Juan
034754	South Hi Way Garage Inc.	2325 S. Hwy. 281	Edinburg
34797	South Texas Communications	P. O. Box 3712	McAllen
204803	South Texas Freightliner, Inc.	P. O. Box 2201	Decatur, AL
035173	Spikes Motor Company	P. O. Drawer 393	Mission
372854	Stutz Auto Service Inc.	2408 W. Pecan Blvd.	McAllen
135224	Summit Manufacturing Inc.	P. O. Box 626	Mission
336319	Superior Oil Express	1704 S. Sugar Rd.	Edinburg
302007	TCI Tire Centers	403 E. Expressway	Pharr
223638	Texas Tarps	P. O. Box 1109	La Blanca
037214	Texas Tool Company	309 (K) Center St.	McAllen
347078	Three Star Muffler Shop	901 E. University Dr.	Edinburg
214264	Tri-County Communications, LTD	1421 E. Pike Blvd.	Weslaco
38873	Truckers Equipment Inc.	P. O. Box 4727	Corpus Christi
132799	Valley Outdoor Power Equipment Inc.	1012 E. Ferguson	Pharr
197807	Valley Volvo Truck Center	P. O. Box 1090	Pharr
206571	Vermeer Equipment of Texas, Inc.	P. O. Box 224991	Dallas
208078	Video Sound & Light Enterprises, Inc.	3716 S. US Hwy. 281	Edinburg
078344	Weaks Martin Implement Co., Inc.	P. O. Box 910	Mission
268755	Weldinghouse	705 N. Navigation	Corpus Christi
179701	Weslaco Ford-Mercury Inc.	800 E. Expressway 83	Weslaco
041424	Weslaco Motors	2401 E. Expressway 83	Weslaco
220833	Windshield Xpress	101 E. Warren St.	Pharr

AI-30020 **17. A. 5.**

CC REGULAR

Meeting Date: 12/12/2011

Submitted For: Marty Salazar Submitted By: Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of a modified procurement packet (i.e. qualifications, requirements, and scope of services, etc.) with several recommended additions highlighted for review and notation as attached hereto for the overall improvement of the process in connection with the following "Hidalgo County Qualified Pools of Professional Services":

a. Architectural Services (RFQ No. 2012-001-01-11-MSS)
b. Engineering Services (RFQ No. 2012-002-01-11-CGA)
c. Engineering Services -Geotechnical & Construction Materials Testing (RFQ No. 2011-003-01-11-SMA)
d. Real Estate Appraiser Services (RFQ No. 2012-004-01-11-YZV)
e. Surveyor Services (RFQ No. 2012-005-01-11-YZV)
f. Construction Management Services (2012-006-01-11-YSI)

for selection on an "as needed basis" (through a grading/scoring, ranking, negotiation protocol - as established by CC) per project by Hidalgo County Commissioners Court, Precincts, all County Departments and/or applicable Programs or Agencies requiring said services effective 2-09-2012 for a period of one (1) year.

BACKGROUND

Proposed schedule of events:
Advertisement Dates:
1st December 17, 2011
2nd December 24, 2011

RFQ Due Date: January 11, 2012

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: various

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

BUDGETARY IMPACT:

This is a countywide project and funding would need to be available and budgeted by user department. Pool of Professional Services will include all funding sources (i.e. R&B, CIP, CAP, General Fund, All Grants, etc) from all County Departments, Programs, and Entities.

Attachments

DRAFT PACKET

2012-001-01-11-MSS -Architectural Prof Svcs Pool

2012-003-11-01-SMA -RFQ Profesional Engineering Services for Geotechnical and Construction Materials Testing-Pool

APPRAISERS-RFQ-004

SURVEYING-RFQ-005

2012-006-cnstr mngmnt -YSI

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/08/2011 01:44 PM
Budget & Management	Merlen P. Munoz	12/08/2011 02:01 PM
Auditor's Office	Monica Badillo	12/09/2011 08:55 AM

Form Started By: Moises Salazar Started On: 12/06/2011

Final Approval Date: 12/09/2011

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

December 12, 2011

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Engineering Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2012-002-00-00-CGA

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet. **All forms must be properly completed and submitted with your response** in order to be considered responsive and qualified.

If any 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/cga

Enclosures

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REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

RFQ NO: 2012-002-00-00-CGA

Acceptance Due Date: January ____, 2012

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

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Project Buyer Contact Information:

Gricelda (Cris) Ayala, Buyer III
(956) 292-7000 Ext. 4867
cris.villarreal@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Engineering Services Pool", in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents 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 qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent'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, *RFQ – 2012-002-00-00-CGA- "HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Engineering Services Pool"*, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, ON OR BEFORE 9:30 A.M., WEDNESDAY, JANUARY ___, 2012.

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

Hidalgo County reserves the right to refuse and reject any/all qualifications 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 separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification 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 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 respondent, or to reject all qualifications and re-advertise.

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

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, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

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

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification 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 Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

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

11. 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.

12. 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 qualification 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.

13. 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

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Engineering Services Pool"
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.

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- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	January ___, 2012
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

16. HIDALGO COUNTY APPROVED HOLIDAYS

2012 YEAR	
New Year's Day	12/30/11 and 01/02/12
Martin Luther King Day	01/16/12
President's Day	02/20/12
Good Friday	04/06/12
Easter	04/09/12
Memorial Day	05/28/12
Independence Day	07/04/12
Labor Day	09/03/12
Columbus Day	10/08/12
Veteran's Day	11/12/12
Thanks Giving Day	11/22/12 and 11/23/12
Christmas Day	12/24/12 and 12/25/12

17. ~~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 respondents 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 qualification, and prior to commencement of the actual work, the respondent 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~~

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~~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.~~

18. ETHICAL STANDARDS:

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

- NOTICE:
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. “Private Communication” means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

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19. DISCLOSURE OF CONFLICT OF INTEREST

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

  Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539**C**Hidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent'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.

21. Qualifications, 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.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

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

23. Successful respondent 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

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State law. Successful respondent'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.

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

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

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

26. Successful respondent 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 respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent 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 respondent 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 respondent'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 respondent.

27. Successful respondent 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 Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

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

29. The successful respondent 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.

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

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

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Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
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 respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, 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.

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

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

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

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EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL ENGINEERING SERVICES POOL"

2012-002-00-00-CGA

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The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Engineering firms in order to establish a pre-qualified pool of Engineers on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Engineers will be for a period starting **February 9, 2012 and ending February 08, 2013**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"PROFESSIONAL ENGINEERING SERVICES POOL"-HIDALGO COUNTY** (including all funding sources, Programs, and Entities as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday,_____, 2012. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request For Qualifications:

SECTION I - GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of **one (1) original, seven (7) copies and two (2) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

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

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

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

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

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

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

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

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

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

ELECTRONIC TRANSMISSION OF RFQ's:
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 vendor'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.

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RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS: Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to cris.villarreal@co.hidalgo.tx.us NO LATER THAN Wednesday , , 2011** at 5:00 p.m. Responses will be sent to all applicants by **Friday, , 2011.** **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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

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

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

TERM OF POOL:
The pool term is for a period of one (1) year or upon completion of project(s) unless project specific for more than one (1) year.

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

SECTION II - RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent engineering firm(s), registered and

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licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway, Bridge and General Design and Construction
- Federal, State and County-funded construction projects
- Solid Waste related projects
- Mechanical Engineering Projects

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

What does your firm specialize in?

Minimum experience: Years? _____ Projects? _____

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses, certifications and assurance as required by the FEDERAL HIGHWAY ADMINISTATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The engineering firm(s) should include copies of their Professional Liability Insurance.

SCOPE OF SERVICES:
The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

A.
- Route and Design Studies
- Social, Economic, Environmental Studies and Public Involvement
- Right of Way Maps and Data
- Utility Adjustments
- Surveying

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- Pre-Design

B.

- Roadway Design
- Drainage Design
- Solid Waste
- Signing, Markings and Signalization
- Traffic Control Plans
- Bridge Design
- Plans and Specifications
- Bid Preparation

C.

- Building Design
- Plans, Drawings and Specifications
- Bid Package Preparation

D.

- Construction Contract Management
- Conduct Construction Materials Engineering and Testing Services
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment
- ADA Compliance
- Code Analysis
- Cost Estimating

E.

- Soil/Rock and Foundation Studies
- Excavations and Trenches

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- Dams and Cut or Filled Slopes
- Pavements
- Water and Waste Retention/Disposal
- Specialized Testing and Instrumentation

Other Engineering Services include:
Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

1. Copy of current license certification with state seal
2. History of engineering certification from the State of Texas.
3. List of projects related to the subject areas within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

PART III – SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system.

1. **Professional Qualifications of Project Team (25)**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their

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qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request for Qualifications. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**
In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced engineering staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

3. **METHODOLOGY**

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**
The proposal shall include the following:

* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

Responsiveness to RFQ:
- Response is Clear;
- Response is Well Organized;
- Easy to Evaluate;
- Appropriate to this RFQ

The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**
The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

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STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Engineering services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Engineering Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firm, thereafter, will review, score and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications;

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firm(s) will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm.

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EVALUATION CRITERIA
EXHIBIT "B"
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2012-002-00-00-CGA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. PROFFESIONAL QUALIFICATIONS OF PROJECT TEAM (20)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contract for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request for Qualifications (RFQ). A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)

In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced engineering staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

3. METHODOLOGY (20)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)

The proposal shall include the following:
* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

Responsiveness to RFQ:
* Response is Clear;
* Response is Well Organized;
* Easy to Evaluate;
* Appropriate to this RFQ

The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

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5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

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EVALUATION CRITERIA
EXHIBIT "B"
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2012-002-00-00-CGA

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	
➢ Team members identified in the organizational chart.	5	
Comments/Rationale For Points:		**TOTAL** _____
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	
➢ Identifying the project composition, project leadership, reporting responsibilities	10	
➢ Experience of engineering staff to completely and efficiently perform the work.	10	
➢		
Comments/Rationale For Points:		**TOTAL** _____
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	
Comments/Rationale For Points:		**TOTAL** _____
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	
Comments/Rationale For Points:		**TOTAL** _____
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	
Comments/Rationale For Points:		**TOTAL** _____
Total Score		

EXAMPLE

Provider: _____

Evaluator: _____ Date: _____

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL ENGINEERING SERVICES POOL

RFQ No.: 2012-002-00-00-CGA

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response, failure to submit any of these forms will be considered non responsive.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Attachment "B" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 7 Copies, and 2 CD's containing a complete copy of Response.

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

December 19, 2011

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Architectural Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2012-001-01-11-MSS

DRAFT

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet. **All forms must be properly completed and submitted with your response** in order to be considered responsive and qualified.

If any 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/mss

Enclosures

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

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"Professional Architectural Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2012-001-01-11-MSS

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Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Attachment B –Procurement Form –Areas of Specialization	1
5.	Exhibit B, Evaluation Criteria	3
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Exhibit E, Proposer's Affidavit	1
9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	RFQ Submittal Check List	1

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

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

December 19, 2011
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Architectural Services Pool"

RFQ NO: 2012-001-01-11-MSS

Acceptance Due Date: **January 11, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

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Project Buyer Contact Information:

Moises Salazar, Buyer III
(956) 292-7000 Ext. 4863
moises.salazar@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Professional Architectural Services Pool",** in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents 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 qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent'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, ***RFQ – 2012-001-01-11-MSS-"HIDALGO COUNTY (Including all funding sources, programs, and entities)*** **Professional Architectural Services Pool",** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, JANUARY 11, 2012.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

Hidalgo County reserves the right to refuse and reject any/all qualifications 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 separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualifications are 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 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 respondent, or to reject all qualifications and re-advertise.

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

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, respondents are required to include illustrations, specifications, explanation of warranties, and service data with

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their qualification including catalogue numbers and any necessary references.

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

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification 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 Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

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

11. 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.

12. 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 qualification 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.

13. 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

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Architectural Services Pool"**

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e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**January 11 , 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

16. HIDALGO COUNTY APPROVED HOLIDAYS

2012 YEAR	
New Year's Day	12/30/11 and 01/02/12
Martin Luther King Day	01/16/12
President's Day	02/20/12
Good Friday	04/06/12
Easter	04/09/12
Memorial Day	05/28/12
Independence Day	07/04/12
Labor Day	09/03/12
Columbus Day	10/08/12
Veteran's Day	11/12/12
Thanks Giving Day	11/22/12 and 11/23/12
Christmas Day	12/24/12 and 12/25/12

17. ~~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 respondents 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.

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- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent 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.~~

18. ETHICAL STANDARDS:

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

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any

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procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

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

  Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539—Hidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent'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.

21. Qualifications, 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.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

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

23. Successful respondent 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 respondent'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.

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

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

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

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26. Successful respondent 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 respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent 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 respondent 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 respondent'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 respondent.

27. Successful respondent 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 Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

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

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

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

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

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Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Architectural Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
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 respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, 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.

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

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

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Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

PROFESSIONAL ARCHITECTURAL SERVICES POOL

RFQ No.: 2012-001-01-11-MSS

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The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Architectural firms in order to establish a pre-qualified pool of Architects on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Architects will be for a period starting **February 9, 2012 and ending February 8, 2013**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Professional Architectural Services Pool-Hidalgo County"** (including all funding sources, Programs, and Entities)**-Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 11, 2012. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of **one (1) original, seven (7) copies and two (2) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

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

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

DRAFT

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

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

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of 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 of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and

others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT: Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION: Respondents, 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: Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Respondents 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 vendor's ability.

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

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS: Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to moises.salazar@co.hidalgo.tx.us BY NO LATER THAN Wednesday, December 28, 2011 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, January 04, 2012. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS: 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.

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

TERM OF POOL: The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS: The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT: This section should demonstrate the respondent's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS: The County of Hidalgo is seeking to contract with a competent architectural firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- General Design and Construction
- Federal, State and County-funded construction projects
- Projects located in this general region of the state

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

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PERSONNEL AND STAFFING: The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL: This section will contain any licenses and certifications as required by HIDALGO COUNTY, the AMERICAN INSTITUTE OF ARCHITECTS, etc. The architectural firm(s) should include copies of their current Professional Liability Insurance.

SCOPE OF SERVICES: The architectural services contract will encompass all project-related architectural services to the County of Hidalgo including, but not limited to, the following:

A. • Building Design

- Plans, drawings and specifications
- Preparation of the Bid Packet

B.
- Construction Contract Management
- Conduct all Field Testing and Inspections
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment
- ADA Compliance
- Code Analysis
- Cost Estimating

Additionally, this section should include, but not be restricted to the following information:

A. Firm name, address, phone number and person to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

1. Copy of current license certification with state seal
2. History of architectural certification from the Texas Board of Architectural Examiners.
3. General list of construction projects within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

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PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

SECTION III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS: The evaluation system consists of a 100-point system.

1. Professional Qualifications of Team (25)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, or other clients as stated in the Request For Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

Minimum Qualifications - One (1) A.I.A. with educational background or strong experience in, but not limited to, General Building Design and Construction; structural planning and design; needs assessment; interior design; etc..

Preferred Qualifications - One (1) A.I.A. with educational background and strong experience in, but not limited to, General Building Design and Construction; structural design; needs assessment; interior design; etc., who has designed and constructed various projects in the area.

2. Experience of Project Team/Ability to Commit Resources (25)

In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced technical staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers will fit into the management structure. Resumés of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of various projects proposed as similar work experience.

Minimum Qualifications - One technical staff member shall have five (5) years experience working on various projects.

Preferred Qualifications - One technical staff member shall have ten (10) years experience working on various projects in the area.

3. Experience/Availability of Project Manager (20)

The Project Manager must be a certified AIA, have adequate experience in managing varied projects of a similar nature and scope and shall be a professional Architect registered in the State of Texas; the project manager's resume must be included in an appendix. Scope of relative projects must be included as well.

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

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Minimum Qualifications - The project manager must have managed two (2) different types of projects and must be personally involved with 50% of the technical development of the projects.

Preferred Qualifications - The project manager must have managed five (5) different types of projects; plus be 85-100% personally involved with the technical development of the projects.

4. Understanding of Project (20)

The statement of qualifications shall include the following:

* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

Responsiveness to RFQ:
* Response is Clear
* Response is Well Organized
* Easy to Evaluate
* Appropriate to this RFQ.

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. Familiarity with Applicable Rules and Regulations (10)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Architectural services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, or Elected Official, or User Department, in need of Professional Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications.

2. A grid of the scores will be presented to Commissioners' Court for the purpose of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm.

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NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firm(s) will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm.

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EVALUATION CRITERIA
EXHIBIT "B"
PROFESSIONAL ARCHITECTURAL SERVICES POOL
RFQ No. 2012-001-01-11-MSS

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. Professional Qualifications of Firm (25)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, or other clients as stated in the Request For Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

Minimum Qualifications - One (1) A.I.A. with educational background or strong experience in, but not limited to, General Building Design and Construction; structural planning and design; needs assessment; interior design; etc..
Preferred Qualifications - One (1) A.I.A. with educational background and strong experience in, but not limited to, General Building Design and Construction; structural design; needs assessment; interior design; etc., who has designed and constructed various projects in the area.

2. Experience of Project Firm/Ability to Commit Resources (25)

In addition to the Project Manager and the Professional Firm Member(s), the provider shall designate experienced technical staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project Firm composition, project leadership, reporting responsibilities and address how sub-providers will fit into the management structure. Resumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of various projects proposed as similar work experience.

Minimum Qualifications - One technical staff member shall have five (5) years experience working on various projects.
Preferred Qualifications - One technical staff member shall have ten (10) years experience working on various projects in the area.

3. Experience/Availability of Project Manager (20)

The Project Manager must be an AIA, have adequate experience in managing varied projects of a similar nature and scope and shall be a professional Architect registered in the State of Texas; the project manager's resumé must be included in an appendix. Scope of relative projects must be included as well.

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In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

Minimum Qualifications - The project manager must have managed two (2) different types of projects and must be personally involved with 50% of the technical development of the projects.
Preferred Qualifications - The project manager must have managed five (5) different types of projects; plus be 85-100% personally involved with the technical development of the projects.

4. Understanding of Project (20)

The proposal shall include the following:
* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

Responsiveness to RFQ:
* Response is Clear
* Response is Well Organized
* Easy to Evaluate
* Appropriate to this RFQ.

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..
Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. Familiarity with Applicable Rules and Regulations (10)

The RFQ should indicate through past experience of the proposed Firm that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.
Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

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EVALUATION CRITERIA
EXHIBIT "B"
PROFESSIONAL ARCHITECTURAL SERVICES POOL
RFQ No. 2012-001-01-11-MSS

Selection Criteria	Points	Score
1. Firm's Qualifications (25 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	
➢ Provide information on proposed professional Firm experience	5	
➢ One (1) A.I.A educational background (in General Building Design & Construction, (plans, drawings & specifications, structural planning & design in various projects in the area).	10	
Comments/Rationale For Points:		**TOTAL** _____
2. Firm's Experience of Project (25 pts maximum)		
➢ Designate management structure with Resumes of the key technical staff members in an appendix form	5	
➢ Identifying the project composition, project leadership, reporting responsibilities	10	
➢ One technical staff member with five (5) years experience	5	
➢ One technical staff member with ten (10) years experience	5	
Comments/Rationale For Points:		**TOTAL** _____
3. Availability & Experience of Project Manager (20 pts maximum)		
➢ The Project Manager must be an AIA with adequate experience in similar nature and scope	5	
➢ Must be a Professional Architect registered in the State of Texas and must be included in Appendix	5	
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	
Comments/Rationale For Points:		**TOTAL** _____
4. Understanding of Project (20 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	
Comments/Rationale For Points:		**TOTAL** _____
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	
Comments/Rationale For Points:		**TOTAL** _____
Total Score		

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Provider: _____

Evaluator: _____ Date: _____

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL ARCHITECTURAL SERVICES POOL

RFQ No.: 2012-001-01-11-MSS

RFQ SUBMITTAL CHECK LIST

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All forms listed below must be included in the RFQ response, failure to submit any of these forms will be considered non responsive.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Attachment "B" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One (1) original, seven (7) copies and two (2) CD's in PDF format containing a complete copy of Response.

_____ _____
Signature Date

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

December 19, 2011

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY** (Including all funding sources, programs, and entities)
Request for Qualifications (RFQ)-"*Professional Engineering Services-Geotechnical and Construction Materials Testing Pool*"
RFQ NO: 2012-003-01-11-SMA

Dear Respondent:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated out RFQ packet. Carefully read and review all instructions, requirements, specification and/or scope of work included in this packet. **All forms must be properly completed and submitted your response** in order to be considered responsive and qualified.

If any 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/sma

Enclosures

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

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"*Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"*
RFQ NO: 2012-003-01-11-SMA

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Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Attachment A- Schedule of Services and Related Fees	4
5.	Exhibit B, Evaluation Criteria and Evaluation Form	1
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Exhibit E, Proposer's Affidavit	1
9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	RFQ Submittal Check List	1

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

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

December 19, 2011
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-11-SMA

Acceptance Due Date: **January 11, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

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Project Buyer Contact Information:

Sandra Montalvo, Buyer II
(956) 292-7000 Ext. 4865
sandra.montalvo@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) *"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"*, in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents 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 qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent'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, ***RFQ–2012-003-01-11-SMA-"HIDALGO COUNTY(Including all funding sources, programs, and entities) Professional Engineering Services-Geotechnical and Construction Materials Testing Pool",*** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, JANUARY 11, 2012.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

Hidalgo County reserves the right to refuse and reject any/all qualifications 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 separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification 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 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 respondent, or to reject all qualifications and re-advertise.

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

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, respondents

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are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

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

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification 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 Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

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

11. 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.

12. 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 qualification 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.

13. 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

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities)** ***Professional Engineering Services-Geotechnical and Construction Materials Testing Pool",***

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e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**January 11 , 2012**
Award of Contract:	2012
Commence Work or Deliver Products:	2012

16. HIDALGO COUNTY APPROVED HOLIDAYS

2012 YEAR	
New Year's Day	**12/30/11 and 01/02/12**
Martin Luther King Day	**01/16/12**
President's Day	**02/20/12**
Good Friday	**04/06/12**
Easter	**04/09/12**
Memorial Day	**05/28/12**
Independence Day	**07/04/12**
Labor Day	**09/03/12**
Columbus Day	**10/08/12**
Veteran's Day	**11/12/12**
Thanks Giving Day	**11/22/12 and 11/23/12**
Christmas Day	**12/24/12 and 12/25/12**

17. ~~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 respondents 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.

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- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent 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.~~

18. ETHICAL STANDARDS:

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

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a

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member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

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

  Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539—Hidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent'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.

21. Qualifications, 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.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

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

23. Successful respondent 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 respondent'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.

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

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

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

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26. Successful respondent 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 respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent 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 respondent 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 respondent'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 respondent.

27. Successful respondent 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 Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

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

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

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

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

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Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool",

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
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 respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, 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.

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

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

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Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"*Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"*

RFQ NO: 2012-003-01-11-SMA

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The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas Professional Independent Testing Laboratories in order to establish a pre-qualified pool of Independent Testing Laboratories on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Independent Testing Laboratories will be for a period starting **February 9, 2012 and ending February 8, 2013**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of ***"PROFESSIONAL ENGINEERING SERVICES GEOTECHNICAL and CONSTRUCTION MATERIALS TESTING POOL" RFQ NO: 2012-003-01-11-SMA*** *Request* For Qualifications" as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 11, 2012.** **ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION- I

GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of One (1) original, seven (7) copies, and two (2) CD's in PDF Format of RFQs should be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

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

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

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

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

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

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, 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 RFQ's:
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 vendor's ability.

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

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RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:
Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN Wednesday, December 28, 2011 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, January 04, 2012. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
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 respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

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SECTION II
RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondent understands of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent independent material testing laboratory, registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway Material Production and Construction Inspection Testing
- Inspection of Hot Mix and Concrete Plants
- Drilling and Logging of Soil Borings
- Acquisition and Testing of Samples of Existing Soils for the Planning, Design and Construction of Transporting Facilities
- Roadway Construction Project located in Hidalgo County
- TxDOT Certification

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. **A list of ongoing projects similar in scope under TxDOT procurement basis shall be included in a appendix.** For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to five (5) pages.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS, TxDOT, etc. The independent Testing Laboratories may (Refer to Exhibit "C") add copies of their Professional Liability Insurance.

SCOPE OF SERVICES:
The construction materials testing services contract will encompass all project-related testing services to the County of Hidalgo including, but not limited to, the following:

Hidalgo County is inviting qualifications from qualified Independent Testing Laboratories to provide construction materials testing services for the "Projects". **Name additional testing services that are sublet to other consulting firms.**

Minimum Qualifications for Independent Testing Laboratories include, but may not be limited to the following:

a) Ability to perform Geotechnical Testing/ Investigation/ Drilling
b) Ability to perform Environmental Services
c) Ability to perform Soil Density Testing
d) Ability to perform Surveying and Sampling Soils
e) Ability to perform Materials Testing (Asphaltic and Concrete)
f) Ability to perform Material Testing and Laboratory Analysis
g) Ability to perform Hot Mix Plant Inspections and Testing

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h) Ability to perform Transportation Foundation Studies
i) Ability to perform Building Foundation Studies
j) Ability to perform Professional Liability Insurance for $1 Million Dollars without limiting liability to Professional Fees
k) Average response time from your office to the job site

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

SECTION -III
SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system.

1. **STAFFING OF PROJECT TEAM**
The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects hall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**
The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY**
The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

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4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS

The statement of qualifications shall include the following:

- demonstrate an understanding of the scope of services
- address appropriate Federal/State/Local regulations and policies
- identify information to be gathered or obtained

Responsiveness to RFQ:

- Response is Clear
- Response is Well Organized
- Easy to Evaluate
- Appropriate to this RFQ.

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

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STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Construction Materials Testing Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court , Elected Official and/or the User Department in need of Construction Materials Testing Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications.

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) Attachment "A" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

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ATTACHMENT "A"
Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2012-003-01-11-SMA

This form is merely to be used as a guide for the used post ranking by commissioners' court only
Refer back to requirements page 7, negotiations process

NO.	DESCRIPTION	UNIT COST
	PERSONNEL RATES	
01	Soils and Aggregate Technician	$ _____/ Hour
02	Surveying and Sampling Soils for Highways	$ _____/ Hour
03	Soils Technician- Density Testing, Radiation Safety Certified	$ _____/ Hour
04	HMA Level 1-A Certified Technician	$ _____/ Hour
05	HMA Level 1-B Certified Technician	$ _____/ Hour
06	ACI Certified Field Grade I Technician A. Includes necessary concrete slump cone, rod, air meter, thermometer	$ _____/ Hour
07	ACI Certified Field Grade II Technician	$ _____/ Hour
08	Geotechnical Engineer, P.E.	$ _____/ Hour
09	Geotechnical Engineer, E.I.T.	$ _____/ Hour
10	Secretarial, Report Preparation and Reporting	$ _____/ Hour
11	Logger (In Conjunction with Engineer)	$ _____/ Hour
	TRAVEL EXPENSE	
12	Vehicle Fee Mileage (Applicable for all Trips)	$_____/ Mile
13	Mobilization for Truck Mounted Rig, Drill Crew & Support	$_____/ Mile
14	Mobilization non standard equipment (4x4 All Terrain Rig)	Cost +_____%
15	Barge Mobilization and Rental	Cost +_____%
	GEOTECHNICAL DRILLING AND ENGINEERING SERVICES	
16	Borings in Soil	$ _____/ Foot
17	Borings in Soft Rock	$ _____/ Foot
18	Rock Coring	$ _____/ Foot
19	Standby Time (Drill Rig and Crew)	$ _____/ Foot
20	Grout/ Bentonite Backfill	$ _____/ Foot
21	Dozer/ Clearing Cost	Cost +_____%
22	Concrete/Asphalt Patch	$
23	Traffic Control/ Signs, Barricades, etc.	Cost +_____%
24	All Other Outside Expenses	Cost +_____%

SAMPLE DRAFT

ATTACHMENT "A"
Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2012-003-01-11-SMA

NO.	DESCRIPTION	UNIT COST
	EQUIPMENT EXPENSE	
25	Laptop Computer Rental (w/ Printer)	$_____/Day
26	Laptop Computer Rental (w/ Printer)	$_____/Wk
27	Laptop Computer Rental (w/ Printer)	$_____/Mo.
28	Concrete Beam Breaker	$_____/Day
29	Concrete Beam Breaker	$_____/Wk
30	Concrete Beam Breaker	$_____/Mo.
31	Vacuum Extractor	$_____/Mo
32	Asphalt Thermometer (Provided w/ Technician)	NC
33	Miscellaneous Expenses	Cost +____%
TEX METHOD	**TEST DESCRIPTION**	**UNIT COST**
	SOILS SECTION	
Tex-100-E	Surveying and Sampling Soils for Highways	$_____Hr
Tex-103-E	Determination of Moisture Content is Soil Material	$_____Ea
Tex-104-E	Determination of Liquid Limit of Soils	$_____Ea
Tex-105-E	Determination of Plastic Limit of Soils	$_____Ea
Tex-106-E	Methods of Calculating the Plasticity Index of Soils w/ 104-E and 105-E	$_____Ea
Tex-107-E	Determination of Bar Linear Shrinkage of Soils	$_____Ea
Tex-108-E	Determination of Specific Gravity of Soils	$_____Ea
Tex-110-E	Part I Sieves thru 40	$_____Ea
	Part II Sieves thru 200	$_____Ea
	Additional Sieves	$_____Ea
Tex-111-E	Minus 200 Sieve Analysis	$_____Ea
Tex-113-E	Laboratory Compaction Characteristics and Moisture Density Relationship of Base Materials and Cohesionless Sand	$_____Ea
Tex-116-E	Ball Mill Method for Determination of the Disintegration of Flexible Base Material	$_____Ea
Tex-117-E	TRIAXIAL COMPRESSIVE TEST FOR Disturbed Soils and Base materials (Part I Standard Method) Disturbed Soils and Base Materials (Part II)	$_____Ea $_____Ea
Tex-118-E	Triaxial Compression Test for Undisturbed Samples	$_____Ea
Tex-128-E	Determination of Soil pH	$_____Ea
Tex-129-E	Method of Test for the Resistivity of Soils Material	$_____Ea
	HOT MIX SECTION	
Tex-200-F	Sieve Analysis of Fine and Coarse Aggregates (Dry)	$_____Ea

SAMPLE DRAFT

	Sieve Analysis of Fine and Coarse Aggregates (Wet)	$_____Ea
Tex-201-F	Bulk Specific Gravity and Water Absorption of Aggregate	$_____Ea
Tex-202-F	Apparent Specific Gravity of material Finer than 180m (No. 80) Sieve	$_____Ea
Tex-203-F	Sand Equivalent Test	$_____Ea
Tex-205-F	Laboratory Method of Mixing Bituminous Mixtures	$_____Ea
TEX METHOD	TEST DESCRIPTION	UNIT COST
Tex-206-F	Method of Compacting Test Specimens of Bituminous Mixtures	$_____Set
Tex-207-F	Determination of Density of Compacted Bituminous Mixtures	$_____Ea
Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures	$_____Set
Tex-210-F	Determination of Asphalt Content of Bituminous Mixtures by Extraction	$_____Ea
Tex-212-F	Determination of Moisture Content of Bituminous Mixtures Part II	$_____Ea
Tex-217-F	Determination of Deleterious Material and Decantation Test for Coarse Aggregate	$_____Ea $_____Ea
Tex-224-F	Determination of Falkiness index	$_____Ea
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	$_____Ea
	CONCRETE SECTION	
Tex-401-A	Sieve Analysis of Fine and Coarse Aggregate (Dry) Sieve Analysis of Fine and Coarse Aggregate (Wet)	$_____Ea $_____Ea
Tex-402-A	Fineness Modulus of Fine Aggregate (In Conjunction with 401-A)	$_____Ea
Tex-403-A	Saturated Surface Dry Specific Gravity and Absorption of Aggregates	$_____Ea
Tex-404-A	Determination of Unit Mass (Weight) of Aggregates	$_____Ea
Tex-405-A	Determination of Percent Solids and Voids in Concrete Aggregate	$_____Ea
Tex-406-A	Material Finer than 75um (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	$_____Ea
Tex-407-A	Method For Sampling Freshly Mixed Concrete (included in hourly technician rate)	$_____Ea
Tex-408-A	Organic Impurities in Fine Aggregate for Concrete	$_____Ea
Tex-409-A	Free Moisture and Water Absorption in Aggregate for Concrete	$_____Ea
Tex-413-A	Determination of Deleterious Materials in Mineral Aggregate	$_____Ea

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Tex-415-A	Slump of Portland Cement Concrete (Included in hourly technician rate)	N/C
Tex-416-A	Air Content of Freshly Mixed Concrete by the Pressure Method (Included in hourly technician rate)	N/C
Tex-420-A	Flexural Strength of Concrete (Using Simple Beam Center Point Loading)	$_____Ea
Tex-447-A	Making and Curing Concrete Test Specimens (Technician time to make cylinders will be charged at approved hourly rates)	$_____Ea
Tex-448-A	Flexural Strength of Concrete (Using Sample Beam Third Point Loading)	$_____Ea
Tex-460-A	Determination of Crushed Face Particle Count	$_____Ea
TEX METHOD	**TEST DESCRIPTION**	**UNIT COST**
	ASPHALT SECTION	
Tex-530-C	Effect of Water on Bituminous Paving Mixtures	$_____Ea
Tex-531-C	Prediction of Moisture Induced Damage to Bituminous Paving Materials Using Molded Specimens	$_____Ea
other section	Insert any other services provided and unit price category (i.e. Each, Set, Hour, Etc.)	

SAMPLE
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EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-11-SMA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. STAFFING OF PROJECT TEAM-- (25) points

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects hall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points)

The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (20 points)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25 points)

The statement of qualifications shall include the following:

- demonstrate an understanding of the scope of services
- address appropriate Federal/State/Local regulations and policies
- identify information to be gathered or obtained

Responsiveness to RFQ:

- Response is Clear
- Response is Well Organized
- Easy to Evaluate
- Appropriate to this RFQ

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10 points)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

DRAFT

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-11-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	
➢ A list of various projects for comparative purposes	5	
Comments/Rationale for points:	**TOTAL**	_____
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	
Comments/Rationale for points:	**TOTAL**	_____
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	
Comments/Rationale for points:	**TOTAL**	_____
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	
Comments/Rationale for points:	**TOTAL**	_____
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	**5**	
Comments/Rationale for points:	**TOTAL**	_____
	TOTAL SCORE:	

DRAFT

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-11-SMA

Provider: _____

Evaluator: _____ Date: _____

DRAFT

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"*Professional Engineering Services-Geotechnical and Construction Materials Testing Pool*"
RFQ NO: 2012-003-01-11-SMA

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response, failure to submit any of these forms will be considered non responsive.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Attachment "A" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One (1) original, seven (7) copies and two (2) CD's in PDF format containing a complete copy of Response.

DRAFT

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

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"Professional Appraisers Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2012-004-01-11-YZV

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3.	Exhibit A, Requirements	8
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6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Exhibit E, Proposer's Affidavit	1
8.	Vendor/Bidder Application and W-9 form	6
9.	Certification Regarding Debarment	1
10.	RFQ Submittal Check List	1

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

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

December 19, 2011
Date

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

December 19 2011

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Appraisers Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2012-004-01-11-YZV

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet. **All forms must be properly completed and submitted with your response** in order to be considered responsive and qualified.

If any 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

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Appraisers Services Pool"

RFQ NO: 2012-004-01-11-YZV

Acceptance Due Date: **January 11, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Yolanda Velasquez, Buyer II
(956) 292-7000 Ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Professional Appraisers Services Pool",** in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents 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 qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent'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, ***RFQ – 2012-004-01-11-YZV"HIDALGO COUNTY (Including all funding sources, programs, and entities)*** **Professional Appraisers Services Pool",** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, JANUARY 11, 2012.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

Hidalgo County reserves the right to refuse and reject any/all qualifications 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 separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification 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 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 respondent, or to reject all qualifications and re-advertise.

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

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, respondents are required to include illustrations, specifications, explanation of warranties, and service data with

their qualification including catalogue numbers and any necessary references.

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

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification 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 Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

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

11. 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.

12. 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 qualification 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.

13. 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

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Appraisers Services Pool"**

e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**January 11 , 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

16. HIDALGO COUNTY APPROVED HOLIDAYS

2012 YEAR	
New Year's Day	12/30/11 and 01/02/12
Martin Luther King Day	01/16/12
President's Day	02/20/12
Good Friday	04/06/12
Easter	04/09/12
Memorial Day	05/28/12
Independence Day	07/04/12
Labor Day	09/03/12
Columbus Day	10/08/12
Veteran's Day	11/12/12
Thanks Giving Day	11/22/12 and 11/23/12
Christmas Day	12/24/12 and 12/25/12

17. ~~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 respondents 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 qualification, and prior to commencement of the actual work, the respondent 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.~~

18. ETHICAL STANDARDS:

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

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any

procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

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

  Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539CHidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent'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.

21. Qualifications, 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.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

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

23. Successful respondent 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 respondent'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.

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

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

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

26. Successful respondent 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 respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent 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 respondent 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 respondent'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 respondent.

27. Successful respondent 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 Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

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

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

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

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Appraisers Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
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 respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, 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.

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

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

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

" PROFESSIONAL APPRAISERS SERVICES POOL"

RFQ № 2012-004-01-11-YZV

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Real Estate Appraisers (firms) in order to establish a pre-qualified pool on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Real Estate Appraisers will be for **February 09, 2012 and ending February 08, 2013**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"PROFESSIONAL APPRAISERS SERVICES POOL-Hidalgo County"** (including all funding sources, Programs, and Entities)**-Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 11, 2012. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY

A total of **one (1) original, seven (7) copies and two (2) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

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

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

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

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

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of 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 of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's

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

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, 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:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondent 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 vendor's ability.

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

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:
Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956) 292-76120or via e-mail: yolanda.velasquez@co.hidalgo.tx.us BY NO LATER THAN Wednesday, December 28, 2011 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, January 04, 2012. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
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 respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondents understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent Appraisal firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

Scope of Appraisal and/or Review Appraisal Services:

1) Property appraisals will be based on "Fair Market Value" unless otherwise specified or requested. Two copies of the appraisal report shall be bound, clearly labeled and signed by the primary certified appraiser and any other certified appraiser and /or licensed trainee which aided in the process. Four additional copies will be furnished.

2) All photographs used within the report must be originals. No digital photos shall be used for subject property. Digital photos shall only be used comparable sales. All adjustments to any comparable sales must be clearly explained in a narrative format. All comparable sales must be with a two year time frame. If any sales which have occurred prior to the two year limit, they just be clearly explained and added to the conventional three comparable sales typically used in the appraisal process.

3) Current location maps of the subject property including, area regional, plat and flood maps must be included and clearly labeled for the subject property.

4) All reports shall be a "Self Contained Narrative Report" unless otherwise requested and shall follow the 2009 or most current Uniform Standard of Professional Appraisal Practice (USPAP) rules and regulations. Each appraisal report must be physically inspected, photographed, and personally signed by the primary-general certified appraiser of the firm. Appraiser trainees may aid in the collection of the information, however, all analysis and conclusion must be performed by the primary general certified appraiser.

5) Appraisal reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person to contact regarding the Statement of Qualification.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:
   1) Copy of current license certification with the state seal
   2) History certification from the Texas Appraiser Licensing & Certification Board.
   3) General list of property types appraised within the past year.

C. List of State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

G. Minimum of $1,000,000.00 Professional liability, errors and omissions, insurance.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses and certifications and assurance as required by FEDERAL HIGHWAY ADMINISTRATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The Appraisers should include copies of their Professional Liability Insurance.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."
The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1) *Responsiveness:* **30 points**

a) Requested Information
b) Thoroughness
c) Understanding of Project
d) List of references provided
e) Clarity - Brevity
f) Degree of Interest

2) *Firm Capabilities:* **45 points**

a) Background
b) Relevant experience
c) Experience with similar projects
d) Knowledge of area
e) Timeliness of schedule
f) Quality services previously provided to Hidalgo County

g) Current workload
h) Ability to commence various re-quested projects simultaneously
i) Completion of projects within budgets

3) *Staffing:* **15 points**

a) Required discipline skills
b) Key personnel
c) Qualifications of personnel
The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart.

4) *Equal Opportunity Employer* **05 points**

5) Meets minimum Hidalgo County Insurance Requirements **05 points**

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Real Estate Appraiser Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1) Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Real Estate Appraiser Services **will nominate** (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications.

2) A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

EXHIBIT "B"

EVALUATION CRITERIA
PROFESSIONAL APPRAISERS SERVICES POOL
RFQ No. 2012-004-01-11-YZV

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. RESPONSIVENESS **(30) POINTS**

A. Requested Information
B. Thoroughness
C. Understanding of Project
D. List of references provided
E. Clarity – Brevity
F. Degree of Interest

2. FIRM CAPABILITIES **(45) POINTS**

A. Background
B. Relevant experience
C. Experience with similar projects
D. Knowledge of area
E. Timeless of schedule
F. Quality services previously provided to Hidalgo County
G. Current workload
H. Ability to commence various re-quested projects simultaneously
I. Completion of projects within budgets

3. STAFFING **(15) POINTS**

A. Required discipline skills
B. Key personnel
C. Qualifications of personnel

4. EQUAL OPPORTUNITY EMPLOYER **(05) POINTS**

5. MEETS MINIMUM HIDALGO COUNTY INSURANCE REQUIREMENTS **(05) POINTS**

GRAND TOTAL **100 Points**

EXHIBIT "B"

EVALUATION CRITERIA
PROFESSIONAL APPRAISERS SERVICES POOL
RFQ No. 2012-004-01-11-YZV

Selection Criteria	Points	Score
1. **RESPONSIVENESS -----** (30 pts)		
➢ Requested information	5	
➢ Thoroughness	5	
➢ Understanding of Project	5	
➢ List of references provided	5	
➢ Clarity-Brevity	5	
➢ Degree if Interest	5	
Comments/Rationale For Points:		**TOTAL** _____
2. **FIRM CAPABILITIES** ---- (45 pts)		
➢ Background	5	
➢ Relevant experience	5	
➢ Experience with similar projects	5	
➢ Knowledge of area	5	
➢ Timeliness of schedule	5	
➢ Quality services previously provided to Hidalgo County	5	
➢ Current workload	5	
➢ Ability to commence various re-quested projects simultaneously	5	
➢ Completion of projects within budgets	5	
Comments/Rationale For Points:		**TOTAL** _____
3. **STAFFING--------** (15 pts)		
➢ Required discipline skills	5	
➢ Key personnel	5	
➢ Qualification of personnel	5	
Comments/Rationale For Points:		**TOTAL**
4. EQUAL OPPORTUNITY EMPLOYER ----- (05 pts)	5	
Comments/Rationale For Points:		**TOTAL**
5. MEETS MINIMUM HIDALGO COUNTY INSURANCE REQUIREMENTS (05 pts)	5	
Comments/Rationale For Points:		**TOTAL**
Total Score		

Provider: _____

Evaluator: _____ Date: _____

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL APPRAISERS SERVICES POOL

RFQ No.: 2012-004-01-11-YZV

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response, failure to submit any of these forms will be considered non responsive.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 7 Copies, and 2 CD's containing a complete copy of Response.

SIGNATURE _____ DATE _____

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

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"Professional Surveyors Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2012-005-01-11-YZV

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2.	Request for Qualifications, Legal Notice	9
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6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Exhibit E, Proposer's Affidavit	1
8.	Vendor/Bidder Application and W-9 form	6
9.	Certification Regarding Debarment	1
10.	RFQ Submittal Check List	1

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

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

December 19, 2011
Date

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

December 19, 2011

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Surveyors Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2012-005-01-11-YZV

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet. **All forms must be properly completed and submitted with your response** in order to be considered responsive and qualified.

If any 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

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Surveyors Services Pool"

RFQ NO: 2012-005-01-11-YZV

Acceptance Due Date: **January 11, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Yolanda Velasquez, Buyer II
(956) 292-7000 Ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Professional Surveyors Services Pool",** in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents 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 qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent'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, ***RFQ – 2012-005-01-11-YZV-"HIDALGO COUNTY (Including all funding sources, programs, and entities)*** **Professional Surveyors Services Pool",** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, JANUARY 11, 2012.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

Hidalgo County reserves the right to refuse and reject any/all qualifications 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 separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification 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 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 respondent, or to reject all qualifications and re-advertise.

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

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, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

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

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification 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 Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

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

11. 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.

12. 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 qualification 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.

13. 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

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Surveyors Services Pool"**
  e) Descriptive information as to the items or services delivered, including product code,

item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**January 11, 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

16. HIDALGO COUNTY APPROVED HOLIDAYS

2012 YEAR	
New Year's Day	12/30/11 and 01/02/12
Martin Luther King Day	01/16/12
President's Day	02/20/12
Good Friday	04/06/12
Easter	04/09/12
Memorial Day	05/28/12
Independence Day	07/04/12
Labor Day	09/03/12
Columbus Day	10/08/12
Veteran's Day	11/12/12
Thanks Giving Day	11/22/12 and 11/23/12
Christmas Day	12/24/12 and 12/25/12

17. ~~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 respondents 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 qualification, and prior to commencement of the actual work, the respondent 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.~~

18. ETHICAL STANDARDS:

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

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is

released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

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

  Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539CHidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent'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.

21. Qualifications, 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.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

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

23. Successful respondent 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 respondent'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.

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

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

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

26. Successful respondent 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 respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent 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 respondent 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 respondent'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 respondent.

27. Successful respondent 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 Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

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

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

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

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Surveyors Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
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 respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, 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.

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

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

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

" PROFESSIONAL SURVEYING SERVICES"

RFQ № 2012-005-01-11-YZV

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Real Estate Surveyors (firms) in order to establish a pre-qualified pool on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Real Estate Surveyors will be for a period starting **February 9, 2012 and ending February 8, 2013.** The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Real Estate Surveyors Pool-Hidalgo County"** (including all funding sources, Programs, and Entities)**-Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 11, 2012. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

RFQ DOCUMENT SUBMITTALS/DELIVERY

A total of **one (1) original, seven (7) copies and two (2) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

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

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

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of 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 of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or

service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, 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:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondents 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 vendor's ability.

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

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:
Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956) 292-76120or via e-mail: yolanda.velasquez@co.hidalgo.tx.us BY NO LATER THAN Wednesday, December 28, 2011 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, January 04, 2012.**

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

SIGNING OF QUALIFICATIONS:
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 respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondents understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent Appraisal firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

SCOPE OF SURVEYING SERVICES:

1. Property surveys, including a legal description with the preparation of six (6) hard copies.

2. Topographical survey, including establishment of survey bench mark.

3. Survey alignments for roadways and/or utilities including the establishment of right-of-ways, easements, baselines and legal descriptions.

4. Local Registered Professional Licensed Surveyor to verify all information and certify all required hard copies.

5. All survey reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additional, this section should include, but not limited to the following information:

a) Firm name, address, phone number and person to contact regarding the Statement of Qualification.

b) Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities.

c) List of in State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

d) Ability to commence services immediately after successfully negotiating a contract for services.

e) Familiarity with the geographical area.

f) Statement regarding an Affirmative Action Program.

g) Minimum of $1,000.000.00 Professional liability, errors and omissions, insurance liability, errors and omissions, insurance.

PERSONNEL AND STAFFING:

The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:

This section will contain any licenses and certifications and assurance as required by FEDERAL HIGHWAY ADMINISTRATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The surveyor should include copies of their Professional Liability Insurance.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1. **RESPONSIVENESS:** **30 points**
   a) Requested Information
   b) Thoroughness
   c) Understanding of Project
   d) List of references provided
   e) Clarity - Brevity
   f) Degree of Interest

2) **FIRM CAPABILITIES:** **45 points**

   a) Background
   b) Relevant experience
   c) Experience with similar projects
   d) Knowledge of area
   e) Timeliness of schedule
   f) Quality services previously provided to Hidalgo County
   g) Current workload
   h) Ability to commence various requested projects simultaneously
   i) Completion of projects within budgets

3. **STAFFING:** **15 points**

   a) Required discipline skills
   b) Key personnel
   c) Qualifications of personnel
   The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart.

4. **EQUAL OPPORTUNITY EMPLOYER** **05 points**

5. **MEETS MINIMUM HIDALGO COUNTY INSURANCE REQUIREMENTS** **05 points**

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Real Estate Surveyor Services are required, approval to seek engagement for professional services is sought from Hidalgo County

Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Real Estate Surveyor Services **will nominate** (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications.

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

EXHIBIT "B"

EVALUATION CRITERIA
PROFESSIONAL SURVEYING SERVICES
RFQ No. 2012-005-01-11-YZV

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. RESPONSIVENESS **(30) POINTS**

A. Requested Information
B. Thoroughness
C. Understanding of Project
D. List of references provided
E. Clarity – Brevity
F. Degree of Interest

2. FIRM CAPABILITIES **(45) POINTS**

A. Background
B. Relevant experience
C. Experience with similar projects
D. Knowledge of area
E. Timeless of schedule
F. Quality services previously provided to Hidalgo County
G. Current workload
H. Ability to commence various re-quested projects simultaneously
I. Completion of projects within budgets

3. STAFFING **(15) POINTS**

A. Required discipline skills
B. Key personnel
C. Qualifications of personnel

4. EQUAL OPPORTUNITY EMPLOYER **(05) POINTS**

5. MEETS MINIMUM HIDALGO COUNTY INSURANCE REQUIREMENTS **(05) POINTS**

GRAND TOTAL **100 Points**

EXHIBIT "B"
EVALUATION CRITERIA
PROFESSIONAL SURVEYING SERVICES
RFQ No. 2012-005-01-11-YZV

Selection Criteria	Points	Score
1. RESPONSIVENESS (30 pts)		
➢ Requested information	5	
➢ Thoroughness	5	
➢ Understanding of Project	5	
➢ List of references provided	5	
➢ Clarity-Brevity	5	
➢ Degree if Interest	5	
Comments/Rationale For Points:		**TOTAL** _____
2. FIRM CAPABILITIES (45 pts)		
➢ Background	5	
➢ Relevant experience	5	
➢ Experience with similar projects	5	
➢ Knowledge of area	5	
➢ Timeliness of schedule	5	
➢ Quality services previously provided to Hidalgo County	5	
➢ Current workload	5	
➢ Ability to commence various re-quested projects simultaneously	5	
➢ Completion of projects within budgets	5	
Comments/Rationale For Points:		**TOTAL** _____
3. STAFFING (15 pts)		
➢ Required discipline skills	5	
➢ Key personnel	5	
➢ Qualification of personnel	5	
Comments/Rationale For Points:		**TOTAL** _____
4. EQUAL OPPORTUNITY EMPLOYER (05 pts)	5	
Comments/Rationale For Points:		**TOTAL** _____
5. MEETS MINIMUM HIDALGO COUNTY INSURANCE REQUIREMENTS (05 pts)	5	
Comments/Rationale For Points:		**TOTAL** _____
Total Score		

Provider: _____

Evaluator: _____ Date: _____

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL SURVEYORS SERVICES POOL

RFQ No.: 2012-005-01-11-YZV

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response, failure to submit any of these forms will be considered non responsive.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Attachment "B" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 7 Copies, and 2 CD's containing a complete copy of Response.

_____ _____

SIGNATURE DATE

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

December 19, 2011

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Construction Management Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2012-006-01-11-YSI

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet. **All forms must be properly completed and submitted with your response** in order to be considered responsive and qualified.

If any 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/ysi

Enclosures

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

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"Construction Management Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2012-006-01-11-YSI

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	13
4.	Exhibit B, Evaluation Criteria	3
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Exhibit E, Proposer's Affidavit	1
8.	Vendor/Bidder Application and W-9 form	6
9.	Certification Regarding Debarment	1
10.	RFQ Submittal Check List	1

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

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

December 19, 2011
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Construction Management Services Pool"

RFQ NO: 2012-006-01-11-YSI

Acceptance Due Date: **January 11, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

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Project Buyer Contact Information:

Moises Salazar, Buyer III
(956) 292-7000 Ext. 4863
moises.salazar@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Construction Management Services Pool",** in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents 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 qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent'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, ***RFQ – 2012-006-01-11-YSI-"HIDALGO COUNTY (Including all funding sources, programs, and entities) Construction Management Services Pool",*** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, JANUARY 11, 2012.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

Hidalgo County reserves the right to refuse and reject any/all qualifications 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 separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification 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 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 respondent, or to reject all qualifications and re-advertise.

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

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, respondents are required to include illustrations, specifications, explanation of warranties, and service data with

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their qualification including catalogue numbers and any necessary references.

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

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification 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 Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

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

11. 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.

12. 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 qualification 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.

13. 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

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) Construction Management Services Pool"**

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e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**January 11 , 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

16. HIDALGO COUNTY APPROVED HOLIDAYS

2012 YEAR	
New Year's Day	12/30/11 and 01/02/12
Martin Luther King Day	01/16/12
President's Day	02/20/12
Good Friday	04/06/12
Easter	04/09/12
Memorial Day	05/28/12
Independence Day	07/04/12
Labor Day	09/03/12
Columbus Day	10/08/12
Veteran's Day	11/12/12
Thanks Giving Day	11/22/12 and 11/23/12
Christmas Day	12/24/12 and 12/25/12

17. ~~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 respondents 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.

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- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent 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.~~

18. ETHICAL STANDARDS:

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

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any

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procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

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

  Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539CHidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent'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.

21. Qualifications, 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.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

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

23. Successful respondent 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 respondent'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.

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

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

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

26. Successful respondent 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 respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent 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 respondent 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 respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark

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infringement, and the like, arising out of the goods or services provided by successful respondent.

27. Successful respondent 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 Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

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

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

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

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

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Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Construction Management Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
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 respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, 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.

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

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

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

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EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

CONSTRUCTION MANAGEMENT SERVICES POOL

RFQ No.: 2012-006-01-11-YSI

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The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered firms/individuals in order to establish a pre-qualified pool of Construction Management Services Pool on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool will be for a period starting from **February 09, 2012** through **February 8, 2013**. The Hidalgo County Purchasing Department will receive sealed Statements of Qualifications for the provision of **"Construction Management Services Pool-Hidalgo County"** (including all funding sources, Programs, and Entities)**-Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 11, 2012. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTAL/DELIVERY:

A total of **one (1) original and seven (7) copies and two (2) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their responses, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be clearly marked and/or labeled with the Company's name, RFQ number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

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

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

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any CM, person, consultant of contractor considering doing business with Hidalgo County ("the

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

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT: Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION: Respondents, 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: Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Respondents 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 Respondent's ability.

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

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS: Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to yvette.islas@co.hidalgo.tx.us BY NO LATER THAN Wednesday, December 21, 2011 at 5:00**

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p.m. Responses will be sent to all applicants by Wednesday, December 28, 2011. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

SIGNING OF QUALIFICATIONS: 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 respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL: The term of the pool will be for a period of one (1) year or upon completion of project(s) unless project specific for more than one year.

DAVIS BACON ACT: Construction Manager (CM) when required by County will be responsible to monitor and enforce the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with funding for construction that contain similar minimum wage provisions.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS: The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. *To be considered for evaluation, respondents must complete and submit all documents as requested in the RFQ Check List.*

UNDERSTANDING OF THE PROJECT: This section should demonstrate the respondent's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS: The selected professional Construction Manager will act as County's advocate and represent the County in managing the construction process including: pre-construction phases, contract administration, inspection, quality control, document control, schedule, cost management and project close out phases. The County of Hidalgo is seeking to contract with competent Contract Management firm(s), registered to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- General Design and Construction
- Preconstruction Services
- Pre-Design and Design Phases Services
- Procurement Phase Services
- Federal, State and County-funded construction projects
- Construction Phase Services
- Projects located in this general region of the state
- Close Out Phase Services

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed

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projects should be provided. This project list is limited to 5 pages.

PERSONNEL AND STAFFING: The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL: This section will contain any licenses and certifications as required by HIDALGO COUNTY and/or pertinent to the services to be provided. The participating firm(s) may include copies of their current Professional Liability Insurance. (Refer to Exhibit C.) An affirmative statement should be included that the firm and assigned professional management staffs are properly registered to practice in the state of Texas.

SCOPE OF SERVICES:

Construction Manager (CM) is to serve as the Construction Project Management representative for Hidalgo County and to oversight of the construction process, from pre-construction through project close-out, utilizing full-time representation on site.

CM, as Hidalgo County's Representative, will be authorized to issue and receive notices, correspondence and other communications, to meet with contracting parties and to in general represent the interests of Hidalgo County.

A. PROJECT APPROACH:

CM will represent Hidalgo County in the completion of the pre-construction process, oversee construction of projects and oversee the project close-out process. This representation will be conducted by a full time representative on site and will commence with the development of a Construction / Project Management Plan specifically tailored for the project.

- Construction/project management plan development

CM will work with Hidalgo County representatives to develop a Construction/Project Management Plan, which shall define and document all project requirements in narrative form. This document will serve to outline the scope of work of each of the team members and the plans and strategies for fulfilling those requirements.

During the development of the Project Management Plan, CM will develop a Master Schedule incorporating any current schedules developed by Hidalgo County and/or project architects/engineers. Once finalized and approved by Hidalgo County representatives, the schedule will serve as the road map for construction, FF&E procurement and project close-out activities. Once the contractor has been selected, the Master Schedule will be updated to reflect major activities included in the more detailed construction schedule.

- Master Project Budget Development

In addition to developing the Master Schedule, CM will propose to develop a Master Project Budget, which will include all existing budgets prepared by Hidalgo County and/or project architects/engineers. This Project Budget will be utilized to track costs for all components of the project including, but not limited to: design fees, construction costs, FF&E costs, etc. CM will also perform a detailed analysis of the construction budget to better understand the anticipated costs, which will enable the County to be prepared for the bidding / buyout process.

- Basic Components of Project Management Plan

In addition to the Master Schedule and Project Budget, the following basic components of The Project

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Management Plan will be included but not limited in the plan and updated throughout the course of the project:

- Bid Packaging/Contracting Strategy
- Construction Management
- FF&E Procurement, Handling and Installation
- Facility Startup
- Project Closeout

B. PRE-CONSTRUCTION PHASE

- General Duties:
  - **Site Investigations**

Prior to design, the CM will learn the about the conditions at the site. This would include but not limited to the following:

- Existing conditions assessment – (review existing in the field)
- Site investigations: Need for fill clearing and/or grubbing
- Access to the site
- Amount of lay down area available
- Utility availability and routes into site
- Constraints (railroad locations, adjacent schools, noise, etc…)
- Note surface conditions

- CM will obtain all available existing plots and plans of the areas to obtain Information that will include:
  - Size of the Site
  - Existing structures
  - Existing roads and rights-of- away
  - Easements

- **Site Visit**
  - Visiting the site is critical to a successful project and therefore program. Verifying existing conditions to ensure no hidden or differing site conditions exist will help to minimize costly changes in the future. CM will investigate the area and conditions around the site that could affect the work. During the site the following will be investigated but not limited to the following:
    - Traffic studies for getting deliveries to the site
    - Utilities (Gas, water, electric, telephone, sewer, storm drain, etc…)
    - Neighborhoods affected (Who, What, When , and How we can affect the area)

- Design:

It is understood the design documents will be completed by project architects/engineers and are to be approved by Hidalgo County Commissioners' Court. CM is to assist the Project Team in finalizing and obtaining all required permits from the regulatory agencies, which includes all state, county, and local approvals. CM will develop a project management plan. The plan will consist of the following.

- Cost estimating
- Cost budgeting
- Cost control.

- Contractor Bid Solicitation and Selection

CM will work in conjunction with Hidalgo County and project architects/engineers to order to solicit, review and select the contractor. This will include assistance in the development of the bid packages, conducting any

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required pre-bid meetings, review of bid documents/proposals and the selection of the proposed contractor.

- Bid and Award

CM is to be involved with the bidding and award process including assistance in the preparation, issuance and execution of the various construction related contracts.

- Pre-Construction Conference

Once a contractor has been selected, CM will organize and conduct a pre-construction conference. The agenda will cover site organization, communications, correspondence, submittals, meetings, requisitions, change orders and schedule. This conference will include all project stakeholders including Hidalgo County representatives, architects/engineers (including their design consultants) and the contractor. A positive, pre-construction kick-off conference between all project stakeholders greatly increases the success of the project.

- Permits and Insurance

CM will confirm that all applicable permits have been applied for and issued and verify that insurance certificates have been filed as required prior to initiation of the work. In addition, CM will issue the Notice of Award and Notice to Proceed on behalf of Hidalgo County.

C. CONSTRUCTION PHASE

- General Duties

CM will operate as the Hidalgo County Representative in overseeing the day to day construction activities of all prime construction contracts to Hidalgo County. CM shall work to ensure all consultants and construction firms, as well as any third party CMs, required for the project fulfills their responsibilities to Hidalgo County.

- Construction Administration Procedures

CM will establish and maintain construction administration procedures. All communications between various members of the Project Team and the contractor(s) will be through the County's Contract Manager. These procedures will be detailed in the Project Management Plan.

- Field Reports

Construction Manager will ensure the contractor prepares a daily log of all project activity to include:

- Weather
- Contractor(s) manpower
- Contractor(s) equipment
- Material/equipment deliveries
- General description of work performed and location
- Issues and areas of concern or critical to job progress

- Monthly Progress Reports

Each month, CM will prepare a monthly report outlining the activities of the preceding month. The initial development of the report will occur in conjunction with Hidalgo County to ensure all required information is included. At a minimum, project will include the following information required by Hidalgo County:

- Updated program information
- Updated project information
- Updated budget information
- Updated schedule information
- Progress photos

- Progress Photo's:

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Construction Manager will take and maintain a progress photo catalog on behalf of Hidalgo County. Each month, a disk of progress photos will be included in the Monthly Progress report. At the completion of the project, all photos will be transferred to Hidalgo County via the county's preferred method (i.e. disk, external hard drive, etc.).

- Project Progress Meetings

CM will organize, conduct, and document progress meetings involving the project architect/engineers, the contractor's principal personnel, and as required, Hidalgo County. Included in these meetings will be topics covering schedule, budget, quality control, submittals/shop drawings, etc.

- Schedule Review

CM will establish the documented procedure for tracking the construction schedule and all updates. It is anticipated that the contractor will provide weekly updates to the schedule during the project progress meetings; however, we also understand there will be a need to participate in stand-alone scheduling meetings. In addition to the weekly update schedules, CM will require the contractor to provide look-ahead schedules in order to ascertain activities that need Hidalgo County and/or architect/engineer involvement. These procedures will be included in the Project Procedures Manual and will tie closely with the Master Schedule.

- Change Order Review

CM will establish the documented procedure for initiating, negotiating, recommending approval to County and tracking contract change orders. These procedures will be included in the Project Procedures Manual and will tie closely with the Project Budget. In addition, CM will incorporate cost and schedule impact from change orders into the project cost reports and the project construction schedule.

- Quality Control

CM will monitor the terms of the contract with the General Contractor and expect project architect/engineer will monitor contractor compliance with the Construction Documents and the quality level expected for the project. Quality Control encompasses all phases of the work, such as approval of submittals, procurement, storage of materials and equipment, coordination of subcontractor's activities, and the inspections and tests required to be sure that specified materials are used and installation is acceptable to produce the required end product. CM will work with architects to assist in monitoring the quality of the work being performed and ensure the contractor maintains the quality expected as well provide any corrective action required for any identified deficiencies. In addition to the contractor, CM will monitor the activities of all testing inspection consultants, inclusive of testing laboratories, factory testing, on-site testing, etc. CM will develop monitoring and tracking procedures to be followed by all testing inspection consultants and will require results be provided on a weekly, or daily if needed, basis. Project architects and their consultants will be involved as required and any deficiencies will be corrected under the direction of the contractor with oversight by project architect, their consultants and/or CM.

- Safety and Health

CM will ensure that an accident-free and comfortable work environment is observed by eliminating recognized hazards from the workplace. CM health and safety program, and specific individual programs, have been developed to assure compliance with federal, state, and local regulations with particular emphasis on the Occupational Health and Safety Rules and Regulations that apply to our operations.

- Submittal / Shop Drawing Control

CM will work with project architects to establish a submittal / shop drawings process and tracking spreadsheet, which will then be monitored each week. The process will ensure both the contractor and project architects (and their consultants if required) are following the contractual timelines for submission and review of submittals / shop drawings as well as track when the equipment, materials, etc. are to arrive on site. CM will act as an intermediary between the design consultants and the contractor when required to ensure the project proceeds as

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required for the schedule. The most common culprit to delaying the submittal / shop drawing process is the contractor's lack of a proper review before submission; therefore, CM will work with the contractor to ensure the proper review occurs and develop plans for rectifying any re-occurring review issues.

- Payment Application Review

CM will develop a two-step process for the review and approval of the contractor payment applications:

• Step One - During the final week of each month, CM will conduct a payment application review meeting to include architects and the contractors for the purpose of reviewing a draft of the monthly payment application. Each line item will be reviewed and either accepted or noted for changes.

• Step Two – A second meeting will be held with the contractor to review the corrected payment application. If acceptable, CM will recommend approval to the project architects and Hidalgo County. If changes need to occur, CM will work with the contractor to get all changes made as soon as possible for acceptance.

- Record Drawings

CM will monitor the preparation of record drawings by the contractor(s) during the course of the work. Those dedicated marked-up construction drawings and specifications will be received at the completion of construction and transmitted to Hidalgo County.

- Substantial Completion/Final Completion

CM will manage the issue of certificates of substantial completion to all prime contracts, and the process of closing out contracts financially and with respect to all requirements of the contract drawings and specifications.

D. PROJECT CLOSE-OUT PHASE

Close-out Procedures

CM will coordinate all project closeout procedures. When the work is completed, all documents will be organized and transmitted to Hidalgo County, including record drawings, Operations & Maintenance data, warranties and guarantees and lien waivers.

- Occupancy Permits

CM will monitor the final inspections by the applicable regulatory agencies and coordinate the required occupancy permits.

- Operations & Maintenance Manuals and Training

CM will receive and log for transmittal to the Hidalgo County all required Operations and Maintenance data.

- Warranties/Guarantees

CM will work with project architects and contractors to ensure receipt of and then assemble for transmittal to Hidalgo County all applicable warranties and guarantees.

- Final Report

CM will prepare a final project report inclusive of all close-out documentation, progress photos, etc.

- Final Payment

CM, with input from project architects, will review the final payment request upon successful completion of all closeout items, including final punch list, all permits, substantial completion certificate(s), and resolution of any open claims or liens. Once CM, together with the architect, is satisfied that all contractual obligations have been

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complied with, CM will recommend approval and submit to Hidalgo County the final pay request.

Additionally, Statements of Qualifications should include, but not limited to the following information:

1) Firm name, address, phone number and person to contact regarding the Statement of Qualifications.
2) Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

- Copy of current applicable registrations/certifications that qualifies the firm to provide
- Construction Management Services.
- List of projects performed for Counties, Municipal Entities, State within the last five years.
- General list of construction projects within the past year.
- List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.
- Ability to commence services immediately after successfully negotiating a contract for services.
- Familiarity with the geographical area.
- Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal based on the scope of work.

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SECTION III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. Professional Qualifications of Team (25)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. Experience of Project Team/Ability to Commit Resources (25)

In addition to the Construction Manager and the Professional Team Member(s), the provider shall designate experienced technical staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. Response shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of various projects proposed as similar work experience.

3. Experience/Availability of Construction Manager (20)

The Construction Manager must have adequate experience in managing varied projects of a similar nature and scope and shall be a professional registered to do business in the State of Texas; the Construction manager's resume must be included in an appendix. Scope of relative projects must be included as well.

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

Minimum Qualifications - The Construction manager must have managed two (2) different types of projects and must be personally involved with 50% of the technical development of the projects.

Preferred Qualifications - The Construction manager must have managed five (5) different types of projects; plus be 85-100% personally involved with the technical development of the projects.

4. Understanding of Project (20)

The statement of qualifications shall include the following:

1) Demonstrate an understanding of the scope of services
2) Address appropriate Federal/State/Local regulations and policies
3) Identify information to be gathered or obtained.

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Responsiveness to RFQ:

* Response is Clear
* Response is Well Organized
* Easy to Evaluate
* Appropriate to this RFQ.

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc.

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. Familiarity with Applicable Rules and Regulations (10)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Construction Manager, in addition to the minimum qualifications.

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Construction Management Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, or Elected Official or User Department in need of Construction Management Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications.

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firm(s) will be asked to submit (as part of those negotiations) a "scope of service" including fees;
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.
3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm.

Draft

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. Professional Qualifications of Firm (25)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, or other clients as stated in the Request For Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. Experience of Project Firm/Ability to Commit Resources (25)

In addition to the Construction Manager and the Professional Firm Member(s), the provider shall designate experienced technical staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. Response shall identify the project Firm composition, project leadership, reporting responsibilities and address how sub-providers will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of various projects proposed as similar work experience.

3. Experience/Availability of Construction Manager (20)

The Construction Manager must have adequate experience in managing varied projects of a similar nature and scope and shall be a professional registered to do business in the State of Texas; the Construction Manager's resume must be included in an appendix. Scope of relative projects must be included as well.

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

Minimum Qualifications - The Construction Manager must have managed two (2) different types of projects and must be personally involved with 50% of the technical development of the projects.

Preferred Qualifications - The Construction Manager must have managed five (5) different types of projects; plus be 85-100% personally involved with the technical development of the projects.

4. Understanding of Project (20)

The statement of qualifications shall include the following:

1) Demonstrate an understanding of the scope of services

draft

2) Address appropriate Federal/State/Local regulations and policies
3) Identify information to be gathered or obtained

Responsiveness to RFQ:

* Response is Clear
* Response is Well Organized
* Easy to Evaluate
* Appropriate to this RFQ.

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. Familiarity with Applicable Rules and Regulations (10)

The RFQ should indicate through past experience of the proposed Firm that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Construction Manager, in addition to the minimum qualifications.

draft

EVALUATION CRITERIA
EXHIBIT "B"
CONSTRUCTION MANAGEMENT SERVICES
RFQ No. 2012-006-01-11-YSI

EXAMPLE

Selection Criteria	Points	Score
1. Firm's Qualifications (25 pts) ➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	
➢ Provide information on proposed professional Firm experience	5	
➢ Educational background (in General Building Design & Construction, (plans, drawings & specifications, structural planning & design in various projects in the area).	10	
Comments/Rationale For Points:		**TOTAL** _____
2. Firm's Experience of Project (25 pts) ➢ Designate management structure with Resumes of the key technical staff members in an appendix form	5	
➢ Identifying the project composition, project leadership, reporting responsibilities	10	
➢ Technical staff member with experience.	10	
Comments/Rationale For Points:		**TOTAL** _____
3. Availability & Experience of Construction Manager (20 pts) ➢ The Construction Manager must have adequate experience in similar nature and scope	5	
➢ Must be a Professional Construction Management registered in the State of Texas and must be included in Appendix	5	
➢ Construction Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	
Comments/Rationale For Points:		**TOTAL** _____
4. Understanding of Project (20 pts) ➢ Demonstrate an understanding of the scope of services	5	
➢ Address appropriate Federal/ State/ Local regulations and policies, Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness, Response is clear, well organized, east to evaluate, and appropriate to this RFQ	5	
Comments/Rationale For Points:		**TOTAL** _____
5. Familiarity with Applicable Rules and Regulations (10 pts) ➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	
Comments/Rationale For Points:		**TOTAL** _____
	Total Score	

draft

Provider: SAMPLE

Evaluator: _____ Date: _____

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
CONSTRUCTION MANAGEMENT SERVICES POOL

RFQ No.: 2012-006-01-11-YSI

draft

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response, failure to submit any of these forms will be considered non responsive.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Exhibit "C" - Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" - CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" - Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One (1) Original, Seven (7) Copies, and Two (2) CD's containing a complete copy of Response.

AI-30050 **17. B. 1.**

CC REGULAR

Meeting Date: 12/12/2011

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 Millennium Engineers Group, Inc. (Contract #C-11-042-01-25), with estimated fee of $21,349.00, to provide material testing services for South Tower Road (Hall Acres to Rancho Blanco Rd.) Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1339-431-00-122-031-0-731

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

BUDGETARY IMPACT:

Amount available for requisition# 207141 as of 12-8-11 $21,349.00 for Millennium Engineers Group Inc.

Attachments

WA #4

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/07/2011 04:02 PM
Budget & Management	Merlen P. Munoz	12/07/2011 04:03 PM
Manuel Chapa	Manuel Chapa	12/08/2011 11:08 AM
Auditor's Office	Monica Badillo	12/09/2011 08:55 AM

Form Started By: Yolanda Cisneros Started On: 12/07/2011 10:23 AM

Final Approval Date: 12/09/2011

HIDALGO COUNTY

Professional Engineering Services
Contract # C-11-042-01-25
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 **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional engineers of Edinburg , Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide

Construction Materials Engineering Services for South Tower Road (Hall Acres Rd. to Rancho Blanco Rd.)

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 **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$21,349.00**
This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer 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. 1-1339-431-00-122-031-0-731
Requisition Number #207141 **(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.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County** _____, Commissioner Hector Palacios as to content and detail of this **Work Authorization No. 4**

HIDALGO COUNTY

BY: Commissioner Hector Palacios

_____

PART 8. ACCEPTANCE 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 ENGINEER:

_____
By: Raul Palma, President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Services to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

ATTACHMENT "A"

Services To Be Provided By The Owner

EXHIBIT "A"
SERVICES TO BE PROVIDED BY THE OWNER/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 indentified in **EXHIBIT "B"** attached to this Agreement).

General

The Owner will provide to the **Engineer** the following:

(1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.

(2) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 3 of this Agreement.

(3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** 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 **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the work schedule agreed upon.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(7) Provide the authorization to proceed with services on project by project basis through consulting design and construction engineer.

ATTACHMENT "B"

Services To Be Provided By The Engineer

EXHIBIT "B"
SCOPE OF SERVICES
TO BE PROVIDED BY THE ENGINEER

The services to be provided by the ENGINEER in providing geotechnical engineering services, construction materials testing services, construction inspection services and environmental services for Hidalgo County 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 the 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, construction 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 specification 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 recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, 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 recommendations 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 projects as required by the project plans and specifications and/or specified by the project design engineer.
(4) Review all material designs as requested by the OWNER and/or project design engineer.
(5) Furnish the OWNER all necessary reports for construction and maintenance projects.
(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects

ATTACHMENT "C"

Work Schedule

ATTACHMENT "C"

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

ATTACHMENT "D"

Cost Proposal

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Proposal

Date	Proposal No.
12/6/2011	01-11-197M

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Name / Address
Hidalgo County Precinct 2 300 West Hall Acres Suite G. Pharr, Texas 78577 Contract No. 11-042-01-25

Project Name
S. Tower Rd - Hall Acres to Rancho Blanco

Description	Qty	Cost	Total
Atterberg Limits (each test)	9	61.00	549.00
Sieve Analysis - Dry through No. 40 (each test)	3	55.00	165.00
Wet Ball Mill (each test)	3	185.00	555.00
Moisture Density Relationship - Standard Proctor (each test)	6	175.00	1,050.00
Nuclear Density Test - Soils (each test)	54	22.00	1,188.00
Air Content of Fresh Concrete (Pressure)	9	20.00	180.00
Concrete Cylinder Compressive Strength Test (each cylinder)	36	16.00	576.00
Extraction and Gradiation, Percent Asphalt (per test)	6	225.00	1,350.00
Asphalt Cores (each core)	12	60.00	720.00
Theoritical Maximum Specific Gravity of Mixtures (per test)	6	60.00	360.00
Nuclear Density Test - Asphalt (per test)	6	22.00	132.00
Soils Engineering Technician (per hour)	66	41.00	2,706.00
Concrete Engineering Technician (per hour)	45	44.00	1,980.00
Asphalt Engineering Technician (per hour)	48	44.00	2,112.00
Vehicle Trip Charge (Soils) (per trip)	33	37.00	1,221.00
Vehicle Trip Charge (Concrete) (per trip)	18	37.00	666.00
Vehicle Trip Charge Asphalt (per trip)	12	37.00	444.00
Project Engineer (per hour)	12	105.00	1,260.00
Project Management (per hour)	15	67.00	1,005.00
Clerical/Administrative (per hour)	31	40.00	1,240.00
Test Report (each)	63	30.00	1,890.00

MEG Appreciates The Opportunity to Serve You.
Local People Helping To Build The Rio Grande Valley.

Total $21,349.00

RECEIVED
DEC 06 2011
Per Nas

AI-30018 **17. C. 1.**

CC REGULAR

Meeting Date: 12/12/2011

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 appraisal services;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Appraisal Services for Precinct No. 3 services,

Firm	The Professional Appraisal Services	The Real Estate Center	Leonel Garza, Jr. & Assoc.
Evaluator	95	64	100
Rank			

c. Authority for the Purchasing Department to negotiate a professional (Appraisal Services) contract with the No. 1 ranked firm of _____ for: the provision of professional appraisal services within Hidalgo County Precinct # 3.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-123-005-0-711

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

BUDGETARY IMPACT:

Available funds as of 12/7/11 are $1,875.04.

Attachments

Grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/07/2011 10:15 AM
Budget & Management	Merlen P. Munoz	12/07/2011 10:32 AM
Perla Lopez	Perla Lopez	12/07/2011 11:15 AM
Auditor's Office	Monica Badillo	12/09/2011 08:55 AM

Form Started By: Nielda Cavazos Started On: 12/06/2011 02:18 PM

Final Approval Date: 12/09/2011

HIDALGO COUNTY PRECINCT NO 3
FOR
"Appraisal Services
"On an as Needed Basis"
Scoring & Evaluation GRID

Appraisal Services

Total Scores	The Professional Services	The Real Estate Center	Leonel Garza, Jr & Assoc
Evaluator 1	95	64	100
RANKING			

*Scoring & Evaluation was completed by Pct No 3 *

AI-30010 **17. D. 1.**

CC REGULAR

Meeting Date: 12/12/2011

Submitted By: Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Approval to waive major purchases deadline order of 11/04/2011 so as to acquire needed equipment;

b. Authority to purchase heavy machinery and/or equipment detailed herein from John Deere awarded vendor through Hidalgo County's participation/membership with TASB Buyboard Contract #373-11 for purchase of Two (2) New JD XUV 625i Pct. #4 (Parks) in an amount not to exceed ------$18,915.12; pricing includes but not limited to delivery, TASB fees & warranties- project #2011-311-OGG.

BACKGROUND

Delivery of equipment has been confirmed that vendor has these items in stock and will be delivered upon approval by CC and issuance of PO by the Purchasing Dept.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-452-00-124-009-0-741

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

BUDGETARY IMPACT:

Account available balance as of 12-7-11$18,915.12

Requisition# 207080

Attachments

11-311

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/06/2011 03:59 PM
Manuel Chapa	Manuel Chapa	12/07/2011 01:09 PM
Auditor's Office	Angela Garcia	12/08/2011 08:01 AM
Manuel Chapa	Manuel Chapa	12/08/2011 08:19 AM
Purchasing Department	Marty Salazar	12/08/2011 11:13 AM

Form Started By: Oscar Garza Started On: 12/06/2011 01:26 PM

Final Approval Date: 12/08/2011

Selling Equipment

Quote Id : 6113089

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
John Deere Company
2000 John Deere Run
Cary, NC 27513
Ph: 888-222-7239, Fax: 309-749-2313
FED ID: 36-2382580; DUNS#: 60-7690989

JOHN DEERE XUV 625i Green & Yellow

Contract: TASB_373-11
Price Effective Date: February 25, 2011

Suggested List *
$ 11,259.00
Selling Price *
$ 9,457.56

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount %	Discount Amount	Contract Price	Extended Contract Price
3943M	XUV 625i Green & Yellow	2	$ 9,999.00	16.00	$ 1,599.84	$ 8,399.16	$ 16,798.32
	Standard Options - Per Unit						
0202	US/Canada	2	$ 0.00	16.00	$ 0.00	$ 0.00	$ 0.00
1001	Yellow Steel Wheels Ancla M-T Extreme Terrain Tire	2	$ 0.00	16.00	$ 0.00	$ 0.00	$ 0.00
2001	Bench Seat - Yellow	2	$ 0.00	16.00	$ 0.00	$ 0.00	$ 0.00
3000	Deluxe Cargo Box - with Paint	2	$ 0.00	16.00	$ 0.00	$ 0.00	$ 0.00
4000	OPS	2	$ 0.00	16.00	$ 0.00	$ 0.00	$ 0.00
5010	Manual Lift	2	$ 0.00	16.00	$ 0.00	$ 0.00	$ 0.00
5100	Rear Protection PackagePackage Consists of: Rear Bumper (BM22767), Bed Mat (BM22772), Cargo Box Heavy Duty Fender Guards (BM22811)	2	$ 438.00	16.00	$ 70.08	$ 367.92	$ 735.84
6000	Heavy Duty Front Brushguard	2	$ 219.00	16.00	$ 35.04	$ 183.96	$ 367.92
6100	Standard Muffler	2	$ 0.00	16.00	$ 0.00	$ 0.00	$ 0.00
6300	Front Hood Rack XUV	2	$ 199.00	16.00	$ 31.84	$ 167.16	$ 334.32
	Standard Options Total		**$ 856.00**		**$ 136.96**	**$ 719.04**	**$ 1,438.08**
	Dealer Attachments/Non-Contract/Open Market						
BM23063	OPS Poly Roof - Black	2	$ 404.00	16.00	$ 64.64	$ 339.36	$ 678.72
	Dealer Attachments Total		**$ 404.00**		**$ 64.64**	**$ 339.36**	**$ 678.72**
	Suggested Price						**$ 18,915.12**
Total Selling Price			$ 11,259.00		$ 1,801.44	$ 9,457.56	$ 18,915.12

NEUHAUS & COMPANY, LTD
2000 EAST EXPRESSWAY 83
WESLACO, TX 78596
Phone: 956-968-7502
Fax: 956-968-4173

Quote Id : 6113089

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
John Deere Company
2000 John Deere Run
Cary, NC 27513
Ph: 888-222-7239, Fax: 309-749-2313
FED ID: 36-2382580; DUNS#: 60-7690989

Quote Summary

Prepared For :
Hidalgo Co PCT#4
TX

Delivering Dealer :
NEUHAUS & COMPANY, LTD
R.D. MACHEN
2000 EAST EXPRESSWAY 83
WESLACO, TX 78596
Phone: 956-968-7502
RDM@NEUHAUSCO.COM

Quote ID : 6113089
Created On : November 30, 2011
Last Modified On: November 30, 2011
Expiration Date: December 30, 2011

Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE XUV 625i Green & Yellow	$ 11,259.00	$ 9,457.56	X	2	=	$ 18,915.12
Contract: TASB_373-11						
Price Effective Date: February 25, 2011						

Equipment Total **$ 18,915.12**

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	$ 18,915.12
Trade In	
SubTotal	**$ 18,915.12**
Total	$ 18,915.12
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	$ 18,915.12

Salesperson : X _____ **Accepted By : X** _____

Search Results:

Help

Narrow Search by Keyword(s): Search Back

Part # / Vendor	Description	Qty	Unit	Price	
Catalog John Deere	23% Discount Off L35 Equipment for Riders & Tractors Pricelist for Lawn & Garden Tractors, Supplies & Accessories. **Click red "Info" button to see price sheet.**		EA	$0.00	Add Info
Catalog John Deere	23% Discount Off L30 Garden Tractors Pricelist for Lawn & Garden Tractors, Supplies & Accessories. **Click red "Info" button to see price sheet.**		EA	$0.00	Add Info
Catalog John Deere	26% Discount Off A9 Material Handling Pricelist for Cutters & Shredders, Supplies & Accessories. **Click red "Info" button to see price sheet.**		EA	$0.00	Add Info
Catalog John Deere	18% Discount Off L25 Lawn Tractors Pricelist for Lawn & Garden Tractors, Supplies & Accessories. **Click red "Info" button to see price sheet.**		EA	$0.00	Add Info
Catalog John Deere	26% Discount Off A2 Tractors Pricelist for Tractors, Supplies & Accessories, 20 to 175 Engine HP. **Click red "Info" button to see price sheet.**		EA	$0.00	Add Info
Catalog John Deere	24% Discount Off G15 Special Application Mowers Pricelist for Golf & Turf Equipment, Supplies & Accessories. **Click red "Info" button to see price sheet.**		EA	$0.00	Add Info
Catalog John Deere	18% Discount Off C20 Compact Utility Tractor Pricelist for Tractors, Supplies & Accessories, 20 to 175 Engine HP. **Click red "Info" button to see price sheet.**		EA	$0.00	Add Info
Catalog John Deere	16% Discount Off C41 -XUV High Performance Gator Crossover Utility Vehicles Pricelist for Utility Vehicles, Supplies & Accessories. **Click red "Info" button to see price sheet.**		EA	$0.00	Add Info
Catalog John Deere	16% Discount Off C42-TS, TX, TH and TE Gator Utility Vehicles & Equipment Pricelist for Utility Vehicles, Supplies & Accessories. **Click red "Info" button to see price sheet.**		EA	$0.00	Add Info
Catalog John Deere	24% Discount Off G20 Special Application Equipment and Pro Gator Utility Vehicles Pricelist for Golf & Turf Equipment, Supplies & Accessories. **Click red "Info" button to see price sheet.**		EA	$0.00	Add Info

11-20 of 40 items [<< Previous] [Next >>]

Search Criteria:
Vendor: John Deere

[Log Out]

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Vendor Contract Information

Proposal Documents | Back

Vendor: John Deere
Address: 2000 John Deere Run
Cary, NC 27513
Phone: (800) 358-5010
Contact: Tamara Hebert
Email: gnsshared@johndeere.com
Website: www.deere.com/en_US/deerecom/usa_canada.html
Federal ID: 36-2382580
Accepts RFQs: Yes
Contract: Grounds Maint. Equip., Irrigation Parts, Supplies & Installation #373-11
Effective Date: 6/1/2011
Expiration Date: 5/31/2014
Payment Terms: Net 30 days
Delivery Days: 180
Shipping Terms: Free Freight
Freight Terms: FOB Destination
Ship Via: Common Carrier
Quote Reference Number: 373-11
Regions Served: All Texas Regions
States Served: Texas
Vendor Exceptions: FOB Shipping Point of 4% & delivery fee of $1.80 per loaded mile for golf products.
Extended Exceptions: John Deere's Extended Exceptions
Additional Information: See extended exceptions for dealer list and warranty.
Return Policy: Outside a piece of equipment being defective John Deere does not offer a return policy, if equipment is under warranty service will be performed at no charge.
Additional Dealers: See attached

[Log Out]

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Hidalgo County Purchasing Department
Purchasing Request Form

In order to assist the Purchasing Department in the procurement process, please complete this form with all the pertinent information and return to the Purchasing Department in person, via facsimile to (956) 318-2629 or 292-7612 or email to: darlene.betancourt@co.hidalgo.tx.us or oscarg.garza@co.hidalgo.tx.us **(Requests will be processed on a first come, first basis)**

Request Date: 12/06/2011	
Department: Hidalgo County Pct. #4	
Name of Approving Elected Official/Department Head/Supervisor: Commissioner Joseph Palacios	
Point of Contact: Steven Cruz	Contact Phone Number: 956-383-3112 Contact Fax Number: 956-381-5905
Contact E-Mail steven.cruz@co.hidalgo.tx.us	
Budget Account Number: 1-1100-452-00-124-009-0-741	
Signature of Approving Elected Official/Department Head/Supervisor: Joseph Palacios P.C.	
Estimated Date Goods/Services are required: before 12/31/2011	

Goods/Services Description: (Please provide detailed information (specifications)of the Goods/Services being requested) use additional sheets if required.

John Deere XUV 625i Green & Yellow

FOR PURCHASING DEPARTMENT OFFICE USE: To be completed by the Purchasing Department

Procurement Manager Notes:	
Assigned to Buyer:	
Date Assigned:	
Project Type:	
Project Number:	
Notified Department on:	

Special Instructions by Procurement Manager:

Requisition

Req # 00207080

PO #

Date: 12/06/11

Bill To: x
x

Vendor : 305898
JOHN DEERE GOVERNMENT & NATIONAL SALES
21748 NETWORK PLACE
CHICAGO IL 60673-1217
FAX (309)749-2313

Ship To: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

Contact: MUNOZ JR R.
956-383-3112

Contract No: BUYBOARD 373-11

Special Instructions:
PCT. REQ. 1709

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		AS PER TASB BUYBOARD CONTRACT 373-11		
		DO NOT DUPLICATE ORDER		
2.00	EACH	JOHN DEERE XUV 625i GREEN & YELLOW	9,999.00	19,998.00
2.00	EACH	16% DISCOUNT	-1,599.84	-3,199.68
2.00	EACH	REAR PROTECTION PACKAGE PACKAGE CONSISTS OF : REAR BUMBER (BM22767), BED MAT (BM22772), CARGO BOX HEAVY DUTY FENDER GUARDS (BM22811)	438.00	876.00
2.00	EACH	16% DISCOUNT	-70.08	-140.16
2.00	EACH	HEAVY DUTY FRONT BRUSHGUARD	219.00	438.00
2.00	EACH	16% DISCOUNT	-35.04	-70.08
2.00	EACH	FRONT HOOD RACK XUV	199.00	398.00
2.00	EACH	16% DISCOUNT	-31.84	-63.68
2.00	EACH	OPS POLY ROOF - BLACK (DEALER ATTACHMENTS / NON-CONTRACT / OPEN MARKET)	404.00	808.00
2.00	EACH	16% DISCOUNT	-64.64	-129.28
		Account No	Encumbrance	
			Freight	.00
			Total	18,915.12
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

From: RD Machen
To: Oscar Garza
Subject: Re: Confirmation of Delivery
Date: Tuesday, December 06, 2011 2:16:01 PM

Yes Oscar we have the equipment in stock and ready to deliver. Just need a copy of the PO. THKU. RD

Sent from my iPhone

On Dec 6, 2011, at 3:08 PM, "Oscar Garza" <oscarg.garza@co.hidalgo.tx.us> wrote:

> <image001.gif>
>
> RD as per our conversation, we need confirmation that Two (2) JD XUV 625i units are in stock and will be delivered prior to December 31, 2011.
>
> Please confirm at the earliest convenience, since items have been placed for CC approval on December 12, 2011.
>
> Thank You!
>
> <image002.jpg>
>
> Oscar Garza, Program Coordinator
>
> 2802 So Bus. Hwy 281
>
> Postal Maining Address
>
> 2812 So. Bus 281 & Corner of Canton Rd.
>
> Edinburg, TX 78539
>
> Phone: 956-318-2626 Ext. 4857
>
> Fax: 956-292-7612
>
> oscarg.garza@co.hidalgo.tx.us

AI-30075 **17. D. 2.**

CC REGULAR

Meeting Date: 12/12/2011

Submitted For: Martha L. Salazar **Submitted By:** Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of following invoices for purchases made without securing purchase orders as Pct. understood that a developer would be paying for the materials and/or services and found out later that Pct. was to cover expense and would be re-imbursed from monies deposited with Planning with authority for the County Treasurer to issue payment/check after review, audit and processing procedures are completed by the County Auditor.

Invoice Date/Invoice #	Vendor	Amount
11/7/2011 / 9872905	Martin Marietta Materials	$5,958.84
11/14/2011 / 9890296	Martin Marietta Materials	$2,796.93
11/2/2011 / 7341	Roy's Hauling Service, Inc.	$5,089.36
11/3/2011 / 7344	Roy's Hauling Service, Inc.	$3,619.99
11/4/2011 / 7318	Roy's Hauling Service, Inc.	$3,100.30
11/7/2011 / 7350	Roy's Hauling Service, Inc.	$4,565.30
11/8/2011 / 7239	Roy's Hauling Service, Inc.	$1,215.02

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-124-007-0-731

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

BUDGETARY IMPACT:

Available balance as of 12-8-11 $28,122.52

Attachments

Pct. 4 Claims

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/08/2011 01:47 PM
Budget & Management	Merlen P. Munoz	12/08/2011 02:02 PM
Auditor's Office	Monica Badillo	12/09/2011 08:55 AM

Form Started By: Matilde Faz Started On: 12/08/2011 11:23 AM

Final Approval Date: 12/09/2011

County of Hidalgo Pct. 4

Commissioner Joseph Palacios
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: DECEMBER 01, 2011
TO: MARTHA L. SALAZAR, CPPB/PURCHASING AGENT
PURCHASING DEPARTMENT
FROM: HIDALGO COUNTY PCT. #4
REF: INVOICES FOR ROY'S HAULING SRV. INC. AND MARTIN MARIETTA MATERIAL

HIDALGO COUNTY PRECINICT #4 IS REQUESTING GUIDANCE IN WHAT STEPS NEED TO BE TAKEN INORDER TO PROCESS FOR PAYMENT THE OBOVE MENTIONED INVOICES.

ON NOVEMBER 2, 3, 4, 7, AND 8, 2011 THE PRECINCT OBTAINED THE SERVICES OF MARTIN MARIETTA MATERIALS (**$8,755.77**) AND ROY'S HAULING SERVICE, INC. (**$17,589.97**) WITHOUT A PURCHASE ORDER.. SEVICES WERE OBTAINED USING COUNTY CONTRACTS E-11135B-04-19 AND C-10-137-10-05.

DUE TO A MISS-UNDERSTANDING NO PURCHASE ORDER WAS OBTAINED AS I WAS UNDER THE IMPRESSION THAT THE DEVELOPER RICHARD RUPPERT WOULD BE COVERING THE COST OF THE CALICHE AND THE HAULING. (SEE ATTACHED) WHEN INFACT THE MONIES HAD BEEN DEPOSITED IN ESCROW WITH THE PLANNING DEPARTMENT. THIS MENT THAT THE PRECINCT WOULD BE USING ITS OWN FUNDS AND THEN WOULD BE REIMBURSTED WHEN THE PROJECT WAS COMPLETED.

ONCE I REALIZED THE MISTAKE THAT HAD BEEN DONE I OBTAINED PURCHASE ORDERS 666505 AND 666507 TO FINISH THE PROJECT.

SHOULD YOU REQUIRE ANY ADDIIONAL INFORMATION PLEASE CONTACT US AT 956-383-3112.

THANK YOU.

RUMALDO MUNOZ JR.
ACCOUNTS PAYABLE SPECIALIST III

CC: COUNTY FILES
ATTACHMENTS: AGENDA ITEM
INVOICES
PURCHASE ORDERS

AI-27459 **14. A.**
CC REGULAR
Meeting Date: 07/19/2011
Submitted For: Gloria-Pct 4 **Submitted By:** Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE

Information

CAPTION
Approval to accept financial participation from developer Richard Ruppert in the amount of $ 50,541.10 for road construction of Mile 22 1/2 North Road and Engelman Gardens Road in Lantana Acres No. 7

BACKGROUND
Pct. #4 will provide labor and equipment

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
To accept Financial participation from developer $50,541.10 for road construction of Mile 22 1/2 North Road and Engleman Gardens Road in Lantana Acres No. 7

Pct #4 will provide Labor and Equipment.

Attachments

letters from engineer and pct

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/11/2011 11:06 AM
Manuel Chapa	Manuel Chapa	07/14/2011 10:29 AM
Auditor's Office	Angela Garcia	07/15/2011 04:39 PM

Form Started By: Monica Badillo Started On: 07/11/2011 10:13 AM
Final Approval Date: 07/15/2011

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors
Alfonso Quintanilla, P.E., R.P.L.S. Eulalio Ramirez, P.E.
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions ★ Surveys

May 18, 2011

Mr. Joseph Palacios
County Commissioner
Hidalgo County Pct. No.4
1051 N. Doolittle Road
Edinburg, Texas 78542

Re: Mile 22 ½ North Road and Engelman Gardens Road

Dear Commissioner Palacios:

This letter is to inform you that my firm is providing the engineering services to Mr. Richard Ruppert for the development of Lantana Acres No.7. This subdivision has frontage along the above mentioned County dedicated Roads. The length of these roads is 2,560.0 linear feet.

On behalf of Mr. Ruppert, I am submitting the following proposal to the County:

- Request that the Precinct will provide the equipment and labor to prepare the subgrade and the caliche base. Mr. Ruppert will pay for the material and the hauling (2,780 tons). Length = 2,560.0 feet and width = 28.0 feet
- Request that the Precinct will provide the equipment and labor to haul and lay the hot mix. Mr. Ruppert will pay for the material (570 tons). Length = 2,560.00 feet and width = 24.0 feet
- Request that the Precinct will provide the testing.

Please review this request and present it to the Hidalgo County Commissioners' Court for approval. Also, let me know the amount of funds required to Mr. Ruppert.

Should you have any questions or need additional information, please feel free to call me at 381-6480

Respectfully,

P.E.

Alfonso Quintanilla, P.E., R.P.L.S.
President

124 E. Stubbs, Edinburg, TX 78539 ▾ Phone 956/381-6480 ★ Fax 956/381-0527 ▾ Email: quintanillaheadley@sbcglobal.net

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ☆ Land Surveyors
Alfonso Quintanilla, P.E., R.P.L.S. Eulalio Ramirez, P.E.
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions ★ Surveys

June 14, 2011

Mr. Joseph Palacios
County Commissioner
Hidalgo County Pct. No.4
1051 N. Doolittle Road
Edinburg, Texas 78542

Re: Mile 22 ½ North Road and Engelman Gardens Road
Lantana Acres No.7

Dear Commissioner Palacios:

The following is the cost estimate for the materials:

- Caliche Base: 2,780 tons @ $ 7.00/ton (material and hauling) = $ 19,460.00.
  Length = 2,560.0 feet and width = 28.0 feet
- Hot Mix: 570 tons @ $ 47.23 (material) = $ 26,921.10.
  Length = 2,560.00 feet and width = 24.0 feet
- MS-1 Oil: 1,600 gallons @ $ 2.60 = $ 4,160.00

Total amount: $ 50,541.10

Please review this estimate. As soon as you approve it, the developer will deposit this amount for the work to get scheduled.

Should you have any questions or need additional information, please feel free to call me at 381-6480

Respectfully,

P.E.

Alfonso Quintanilla, P.E., R.P.L.S.
President

124 E. Stubbs, Edinburg, TX 78539 ★ Phone 956/381-6480 ★ Fax 956/381-0527 ★ Email: quintanillaheadley@sbcglobal.net

Martin Marietta Materials

P.O. Box 30013
Raleigh, NC 27622-0013
Visit eRocks™ at www.martinmarietta.com

FOR BILLING QUESTIONS PLEASE CALL
210-208-4400

JOB NAME: PO#661490 INGLE ROAD

HIDALGO COUNTY PCT #4 RECEIVED BY NOV 14 2011 RUMALDO MUNOZ JR EDINBURG, TEXAS

SOLD TO:

HIDALGO COUNTY PRECINCT #4
1051 N DOOLITTLE ROAD
EDINBURG TX 78542-0337

005644

SHIP TO:

JERICO FOB
LINN TX 78563

PAYMENT TERMS: NET 30 DAYS- A/R

Order No.	Customer PO No.	Dest. No.	Job No.	Dist	Business Unit	Business Unit Name	Cust. No.	Invoice Date	Invoice No.
6581613 SO	661490		5259950019	57	54411	Jerico Pit	525995	11/07/11	9872905

Ship Date Car/Barge No.	Product No.	Description	Quantity	UM	Unit Price	Material Amount	Freight Rate	Freight Amount	Taxes & Fees	TOTAL
11/02/11	3566	CITY SPEC CALICHE								
		155988	26.37	TN	3.00	79.11				79.11
		155989	25.98	TN	3.00	77.94				77.94
		155990	24.90	TN	3.00	74.70				74.70
		155991	24.21	TN	3.00	72.63				72.63
		155992	25.54	TN	3.00	76.62				76.62
		156001	25.17	TN	3.00	75.51				75.51
		156002	25.14	TN	3.00	75.42				75.42
		156003	24.52	TN	3.00	73.56				73.56
		156004	24.48	TN	3.00	73.44				73.44
		156010	25.23	TN	3.00	75.69				75.69
		156011	24.90	TN	3.00	74.70				74.70
		156017	24.91	TN	3.00	74.73				74.73
		156018	24.40	TN	3.00	73.20				73.20
		156021	25.50	TN	3.00	76.50				76.50
		156025	23.33	TN	3.00	69.99				69.99
		156026	24.15	TN	3.00	72.45				72.45
		156027	23.46	TN	3.00	70.38				70.38

INVOICE TOTAL **CONTINUED**

DETACH and Include this Return Portion with Payment

Martin Marietta Materials

REMIT TO:

MARTIN MARIETTA MATERIALS
PO BOX 848241
DALLAS TX 75284-8241

CUSTOMER NUMBER: 525995 HIDALGO COUNTY PRECI

INVOICE NUMBER: 9872905

PAYMENT DUE $5,958.84

Please report any potential ethics violations to the Martin Marietta Materials Corporate Ethics Office 1-800-209-4508 or see www.martinmarietta.com.
For all other questions call the number above

PLEASE NOTIFY US OF ANY ALTERATIONS YOU MAKE TOWARDS THE INVOICE AMOUNT

Martin Marietta Materials

P.O. Box 30013
Raleigh, NC 27622-0013
Visit eRocks™ at www.martinmarietta.com

FOR BILLING QUESTIONS PLEASE CALL
210-208-4400

HIDALGO COUNTY PCT #4 RECEIVED BY NOV 14 2011 RUMALDO MUNOZ JR EDINBURG TEXAS

SOLD TO:

HIDALGO COUNTY PRECINCT #4
1051 N DOOLITTLE ROAD
EDINBURG TX 78542-0337

005645

SHIP TO:

JERICO FOB
LINN TX 78563

Order No.	Customer PO No.	Dest. No.	Job No.	Dist	Business Unit	Business Unit Name	Cust. No.	Invoice Date	Invoice No.
6581613 SO	661490		5259950019	57	54411	Jerico Pit	525995	11/07/11	9872905

Ship Date Car/Barge No.	Product No.	Description	Quantity	UM	Unit Price	Material Amount	Freight Rate	Freight Amount	Taxes & Fees	TOTAL
		156030	24.66	TN	3.00	73.98				73.98
		156033	24.43	TN	3.00	73.29				73.29
		156038	24.53	TN	3.00	73.59				73.59
		156039	23.77	TN	3.00	71.31				71.31
		156040	25.60	TN	3.00	76.80				76.80
		156041	24.76	TN	3.00	74.28				74.28
		156045	26.94	TN	3.00	80.82				80.82
		156046	23.43	TN	3.00	70.29				70.29
		156049	24.76	TN	3.00	74.28				74.28
		156052	24.48	TN	3.00	73.44				73.44
		156054	25.86	TN	3.00	77.58				77.58
		156055	25.10	TN	3.00	75.30				75.30
		156060	24.82	TN	3.00	74.46				74.46
		156061	24.25	TN	3.00	72.75				72.75
		156063	24.04	TN	3.00	72.12				72.12
		156064	24.23	TN	3.00	72.69				72.69
		156065	25.32	TN	3.00	75.96				75.96
		156066	25.32	TN	3.00	75.96				75.96
		SUBTOTAL	868.49			2,605.47				2,605.47
11/03/11	3566	CITY SPEC CALICHE								
		156069	24.72	TN	3.00	74.16				74.16
		156070	23.82	TN	3.00	71.46				71.46
		156071	24.02	TN	3.00	72.06				72.06
		156072	24.45	TN	3.00	73.35				73.35
		156073	24.46	TN	3.00	73.38				73.38
		156079	24.60	TN	3.00	73.80				73.80
		156080	25.21	TN	3.00	75.63				75.63
		156081	25.31	TN	3.00	75.93				75.93
		156082	25.31	TN	3.00	75.93				75.93
		156083	23.78	TN	3.00	71.34				71.34
		156087	24.90	TN	3.00	74.70				74.70
		156088	24.98	TN	3.00	74.94				74.94
		156089	24.89	TN	3.00	74.67				74.67
		156090	25.00	TN	3.00	75.00				75.00
		156091	24.79	TN	3.00	74.37				74.37
		156094	23.58	TN	3.00	70.74				70.74
		156095	25.46	TN	3.00	76.38				76.38
		156096	24.22	TN	3.00	72.66				72.66
		156097	24.16	TN	3.00	72.48				72.48
		156098	23.90	TN	3.00	71.70				71.70
		156101	25.94	TN	3.00	77.82				77.82
		156102	24.84	TN	3.00	74.52				74.52
		156103	24.95	TN	3.00	74.85				74.85
		156104	26.08	TN	3.00	78.24				78.24
		156105	24.37	TN	3.00	73.11				73.11
		SUBTOTAL	617.74			1,853.22				1,853.22

INVOICE RECEIVED BY: Eric Moore on 11-14-11
GOODS/SERVICES RECEIVED BY: Rumaldo Munoz on 11-7-11

CONTINUED

Martin Marietta Materials

P.O. Box 30013
Raleigh, NC 27622-0013
Visit eRocks™ at www.martinmarietta.com

FOR BILLING QUESTIONS PLEASE CALL
210-208-4400

HIDALGO COUNTY PCT #4
RECEIVED BY
NOV 14 2011
RUMALDO MUNOZ JR
EDINBURG TEXAS

SOLD TO:

HIDALGO COUNTY PRECINCT #4
1051 N DOOLITTLE ROAD
EDINBURG TX 78542-0337

005646

SHIP TO:

JERICO FOB
LINN TX 78563

Order No.	Customer PO No.	Dest. No.	Job No.	Dist	Business Unit	Business Unit Name	Cust. No.	Invoice Date	Invoice No.
6581613 SO	661490		5259950019	57	54411	Jerico Pit	525995	11/07/11	9872905

Ship Date Car/Barge No.	Product No.	Description	Quantity	UM	Unit Price	Material Amount	Freight Rate	Freight Amount	Taxes & Fees	TOTAL
11/04/11	**3566**	**CITY SPEC CALICHE**								
		156136	24.98	TN	3.00	74.94				74.94
		156137	25.65	TN	3.00	76.95				76.95
		156138	26.27	TN	3.00	78.81				78.81
		156139	26.31	TN	3.00	78.93				78.93
		156140	24.89	TN	3.00	74.67				74.67
		156167	25.15	TN	3.00	75.45				75.45
		156168	25.23	TN	3.00	75.69				75.69
		156170	26.62	TN	3.00	79.86				79.86
		156171	26.04	TN	3.00	78.12				78.12
		156173	25.25	TN	3.00	75.75				75.75
		156201	24.27	TN	3.00	72.81				72.81
		156202	25.16	TN	3.00	75.48				75.48
		156203	24.72	TN	3.00	74.16				74.16
		156204	24.82	TN	3.00	74.46				74.46
		156205	24.53	TN	3.00	73.59				73.59
		156236	24.29	TN	3.00	72.87				72.87
		156237	24.08	TN	3.00	72.24				72.24
		156238	22.87	TN	3.00	68.61				68.61
		156239	24.07	TN	3.00	72.21				72.21
		156240	24.85	TN	3.00	74.55				74.55
		SUBTOTAL	**500.05**			**1,500.15**				**1,500.15**
		TOTAL	**1,986.28**			**5,958.84**				**5,958.84**

$5,958.84

Martin Marietta Materials

P.O. Box 30013
Raleigh, NC 27622-0013
Visit eRocks™ at www.martinmarietta.com

FOR BILLING QUESTIONS PLEASE CALL
210-208-4400

JOB NAME: PO#661490 INGLE ROAD

HIDALGO COUNTY
RECEIVED BY
NOV 21 20
RUMALDA MUNOZ
EDINBURG TEXAS

SOLD TO:

HIDALGO COUNTY PRECINCT #4
1051 N DOOLITTLE ROAD
EDINBURG TX 78542-0337

006144

SHIP TO:

JERICO FOB
LINN TX 78563

PAYMENT TERMS: NET 30 DAYS- A/R

Order No.	Customer PO No.	Dest. No.	Job No.	Dist	Business Unit	Business Unit Name	Cust. No.	Invoice Date	Invoice No.
6593527 SO	661490		5259950019	57	54411	Jerico Pit	525995	11/14/11	9890296

Ship Date Car/Barge No.	Product No.	Description	Quantity	UM	Unit Price	Material Amount	Freight Rate	Freight Amount	Taxes & Fees	TOTAL
11/07/11	3566	CITY SPEC CALICHE								
		156283	25.20	TN	3.00	75.60				75.60
		156284	25.42	TN	3.00	76.26				76.26
		156285	24.92	TN	3.00	74.76				74.76
		156286	23.97	TN	3.00	71.91				71.91
		156287	25.47	TN	3.00	76.41				76.41
		156298	25.31	TN	3.00	75.93				75.93
		156299	25.62	TN	3.00	76.86				76.86
		156300	24.76	TN	3.00	74.28				74.28
		156301	24.70	TN	3.00	74.10				74.10
		156302	25.13	TN	3.00	75.39				75.39
		156316	25.29	TN	3.00	75.87				75.87
		156317	24.18	TN	3.00	72.54				72.54
		156318	23.56	TN	3.00	70.68				70.68
		156319	23.73	TN	3.00	71.19				71.19
		156320	24.78	TN	3.00	74.34				74.34
		156337	24.91	TN	3.00	74.73				74.73
		156338	24.53	TN	3.00	73.59				73.59

INVOICE TOTAL **CONTINUED**

DETACH and Include this Return Portion with Payment

Martin Marietta Materials

REMIT TO:

MARTIN MARIETTA MATERIALS
PO BOX 848241
DALLAS TX 75284-8241

CUSTOMER NUMBER: 525995 HIDALGO COUNTY PRECI

INVOICE NUMBER: 9890296

PAYMENT DUE $2,796.93

Please report any potential ethics violations to the Martin Marietta Materials Corporate Ethics Office 1-800-209-4508 or see www.martinmarietta.com.
For all other questions call the number above

PLEASE NOTIFY US OF ANY ALTERATIONS YOU MAKE TOWARDS THE INVOICE AMOUNT

Martin Marietta Materials

P.O. Box 30013
Raleigh, NC 27622-0013
Visit eRocks™ at www.martinmarietta.com

FOR BILLING QUESTIONS PLEASE CALL
210-208-4400

HIDALGO COUNTY PCT #4
RECEIVED BY
NOV 21 2011
RUMALDO MUNOZ JR
EDINBURG TEXAS 78541

SOLD TO:

HIDALGO COUNTY PRECINCT #4
1051 N DOOLITTLE ROAD
EDINBURG TX 78542-0337

006145

SHIP TO:

JERICO FOB
LINN TX 78563

Order No.	Customer PO No.	Dest. No.	Job No.	Dist	Business Unit	Business Unit Name	Cust. No.	Invoice Date	Invoice No.
6593527 SO	661490		5259950019	57	54411	Jerico Pit	525995	11/14/11	9890296

Ship Date Car/Barge No.	Product No.	Description	Quantity	UM	Unit Price	Material Amount	Freight Rate	Freight Amount	Taxes & Fees	TOTAL
		156339	24.37	TN	3.00	73.11				73.11
		156340	24.89	TN	3.00	74.67				74.67
		156341	25.11	TN	3.00	75.33				75.33
		156354	23.98	TN	3.00	71.94				71.94
		156355	24.45	TN	3.00	73.35				73.35
		156356	24.23	TN	3.00	72.69				72.69
		156358	24.25	TN	3.00	72.75				72.75
		156359	24.67	TN	3.00	74.01				74.01
		156367	23.38	TN	3.00	70.14				70.14
		156368	22.83	TN	3.00	68.49				68.49
		156369	23.97	TN	3.00	71.91				71.91
		156370	24.51	TN	3.00	73.53				73.53
		156371	24.22	TN	3.00	72.66				72.66
		SUBTOTAL	**736.34**			**2,209.02**				**2,209.02**
11/08/11	3566	**CITY SPEC CALICHE**								
		156403	25.04	TN	3.00	75.12				75.12
		156404	25.14	TN	3.00	75.42				75.42
		156405	24.42	TN	3.00	73.26				73.26
		156440	24.79	TN	3.00	74.37				74.37
		156441	23.70	TN	3.00	71.10				71.10
		156442	23.48	TN	3.00	70.44				70.44
		156472	23.95	TN	3.00	71.85				71.85
		156512	25.45	TN	3.00	76.35				76.35
		SUBTOTAL	**195.97**			**587.91**				**587.91**
		TOTAL	**932.31**			**2,796.93**				**2,796.93**

INVOICE RECEIVED BY:
Tonia Moreno on 11-21-11
GOODS/SERVICES RECEIVED BY:
Rumaldo Munoz on 11-14-11

$2,796.93

Roy's Hauling Service, Inc.
P.O. Box 1896
Edinburg, TX 78540

Invoice

Date	Invoice #
11/2/2011	7341

Bill To	Ship To
Hidalgo County Pct#4 1051 N. Doolittle Rd Edinburg, Texas 78542	Engleman Gardens Rd & Mile 22 1/2 N. Rd

HIDALGO COUNTY PCT. #4
RECEIVED BY
NOV 23 2011
RUMALDO MUNOZ JR.
EDINBURG, TEXAS

Project	P.O. No.	Terms
Engleman Gardens Rd & Mile 22 1/2 N. Rd	666507	Net 30

Ticket#	Truck#	Description	Qty	Price/Ton	Amount
32312	331	Hauling Services of Crushed Caliche	21.9	5.86	145.91
32313	331	Hauling Services of Crushed Caliche	25.23	5.86	147.85
32314	331	Hauling Services of Crushed Caliche	24.15	5.86	141.52
32315	331	Hauling Services of Crushed Caliche	25.6	5.86	150.02
32316	331	Hauling Services of Crushed Caliche	25.86	5.86	151.54
32317	331	Hauling Services of Crushed Caliche	25.32	5.86	148.38
32604	330	Hauling Services of Crushed Caliche	25.14	5.86	147.32
32605	330	Hauling Services of Crushed Caliche	24.91	5.86	145.97
32606	330	Hauling Services of Crushed Caliche	24.66	5.86	144.51
32607	330	Hauling Services of Crushed Caliche	26.94	5.86	157.87
32608	330	Hauling Services of Crushed Caliche	24.82	5.86	145.45
32674	323	Hauling Services of Crushed Caliche	26.37	5.86	154.53
32675	323	Hauling Services of Crushed Caliche	24.52	5.86	143.69
32676	323	Hauling Services of Crushed Caliche	23.33	5.86	136.71
32677	323	Hauling Services of Crushed Caliche	24.53	5.86	143.75
32678	323	Hauling Services of Crushed Caliche	24.76	5.86	145.09
32679	323	Hauling Services of Crushed Caliche	24.04	5.86	140.87
32729	325	Hauling Services of Crushed Caliche	25.98	5.86	152.24
32730	325	Hauling Services of Crushed Caliche	24.48	5.86	143.45
32731	325	Hauling Services of Crushed Caliche	25.5	5.86	149.43
32732	325	Hauling Services of Crushed Caliche	23.77	5.86	139.29
32733	325	Hauling Services of Crushed Caliche	24.48	5.86	143.45
32734	325	Hauling Services of Crushed Caliche	24.23	5.86	141.99
32814	329	Hauling Services of Crushed Caliche	24.21	5.86	141.87

Thank you for your business.

Total	
Payments/Credits	
Balance Due	

Roy's Hauling Service, Inc.
P.O. Box 1896
Edinburg, TX 78540

Invoice

Date	Invoice #
11/2/2011	7341

Bill To	Ship To
Hidalgo County Pct#4 1051 N. Doolittle Rd. Edinburg, Texas 78542	Engleman Gardens Rd & Mile 22 1/2 N. Rd

HIDALGO COUNTY PCT. #4
RECEIVED BY
NOV 23 2011
RUMALDO MUNOZ JR.
EDINBURG TEXAS

Project	P.O. No.	Terms
Engleman Gardens Rd & Mile 22 1/2 N. Rd	666507	Net 30

Ticket#	Truck#	Description	Qty	Price/Ton	Amount
32815	329	Hauling Services of Crushed Caliche	25.17	5.86	147.50
32816	329	Hauling Services of Crushed Caliche	21.4	5.86	112.98
32817	329	Hauling Services of Crushed Caliche	24.43	5.86	143.16
32818	329	Hauling Services of Crushed Caliche	23.43	5.86	137.30
32819	329	Hauling Services of Crushed Caliche	21.25	5.86	112.11
32878	332	Hauling Services of Crushed Caliche	25.54	5.86	149.66
32879	332	Hauling Services of Crushed Caliche	24.9	5.86	145.91
32880	332	Hauling Services of Crushed Caliche	23.46	5.86	137.48
32881	332	Hauling Services of Crushed Caliche	24.76	5.86	145.09
32882	332	Hauling Services of Crushed Caliche	25.1	5.86	147.09
32883	332	Hauling Services of Crushed Caliche	25.32	5.86	148.38

INVOICE RECEIVED BY:
Tonie Moreno on 11-23-11
GOODS OR SERVICES RECEIVED BY:
Rumaldo Munoz Jr on 11-2-11

Thank you for your business

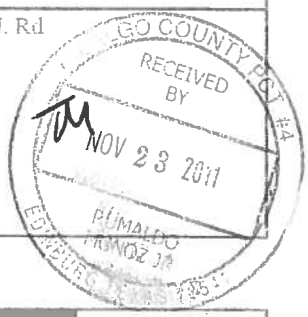
Total	$5,089.36
Payments/Credits	$0.00
Balance Due	$5,089.36

Roy's Hauling Service, Inc.
P.O. Box 1896
Edinburg, TX 78540

Invoice

Date	Invoice #
11/3/2011	7344

Bill To	Ship To
Hidalgo County Pct#4 1051 N. Doolittle Rd. Edinburg, Texas 78542	Engleman Gardens Rd & Mile 22 1/2 N. Rd



Project	P.O. No.	Terms
Engleman Gardens Rd & Mile 22 1/2 N. Rd	666507	Net 30

Ticket#	Truck#	Description	Qty	Price/Ton	Amount
32318 (156071)	331	Hauling Services of Crushed Caliche	24.02	5.86	140.76
32319 (156081)	331	Hauling Services of Crushed Caliche	25.31	5.86	148.32
32320 (156090)	331	Hauling Services of Crushed Caliche	25	5.86	146.50
32321 (156097)	331	Hauling Services of Crushed Caliche	24.16	5.86	141.58
32322 (156104)	331	Hauling Services of Crushed Caliche	26.08	5.86	152.83
32680 (156069)	323	Hauling Services of Crushed Caliche	24.72	5.86	144.86
32681 (156079)	323	Hauling Services of Crushed Caliche	24.6	5.86	144.16
32682 (156087)	323	Hauling Services of Crushed Caliche	24.9	5.86	145.91
32683 (156094)	323	Hauling Services of Crushed Caliche	23.58	5.86	138.18
32684 (156101)	323	Hauling Services of Crushed Caliche	25.94	5.86	152.01
32820 (156073)	329	Hauling Services of Crushed Caliche	24.46	5.86	143.34
32821 (156083)	329	Hauling Services of Crushed Caliche	23.78	5.86	139.35
32822 (156091)	329	Hauling Services of Crushed Caliche	24.79	5.86	145.27
32823 (156098)	329	Hauling Services of Crushed Caliche	23.9	5.86	140.05
32824 (156105)	329	Hauling Services of Crushed Caliche	24.37	5.86	142.81
32884 (156070)	332	Hauling Services of Crushed Caliche	23.82	5.86	139.59
32885 (156082)	332	Hauling Services of Crushed Caliche	25.31	5.86	148.32
32886 (156089)	332	Hauling Services of Crushed Caliche	24.89	5.86	145.86
32887 (156096)	332	Hauling Services of Crushed Caliche	24.22	5.86	141.93
32888 (156103)	332	Hauling Services of Crushed Caliche	24.95	5.86	146.21
33133 (156072)	325	Hauling Services of Crushed Caliche	24.45	5.86	143.28
33134 (156080)	325	Hauling Services of Crushed Caliche	25.21	5.86	147.73
33135 (156088)	325	Hauling Services of Crushed Caliche	24.98	5.86	146.38
33136 (156095)	325	Hauling Services of Crushed Caliche	25.46	5.86	149.20

Thank you for your business.

Total	
Payments/Credits	
Balance Due	

Roy's Hauling Service, Inc.
P.O. Box 1896
Edinburg, TX 78540

Invoice

Date	Invoice #
11/3/2011	7344

Bill To	Ship To
Hidalgo County Pct#4 1051 N. Doolittle Rd Edinburg, Texas 78542	Engleman Gardens Rd & Mile 22 1/2 N. Rd

Project	P.O. No.	Terms
Engleman Gardens Rd & Mile 22 1/2 N. Rd	666507	Net 30

Ticket#	Truck#	Description	Qty	Price/Ton	Amount
33137 (156102)	325	Hauling Services of Crushed Caliche	21.81	5.86	145.56

INVOICE RECEIVED BY: Tonie Moreno on 11-23-11
GOODS/SERVICES RECEIVED BY: Rumaldo Munoz Jr. on 11-3-11

HIDALGO COUNTY PCT #4
NOV 23 2011
RUMALDO MUNOZ JR
EDINBURG TEXAS

Thank you for your business.

Total	$3,619.99
Payments/Credits	$0.00
Balance Due	$3,619.99

Roy's Hauling Service, Inc.
P.O. Box 1896
Edinburg, TX 78540

Invoice

Date	Invoice #
11/4/2011	7348

Bill To	Ship To
Hidalgo County Pct#4 1051 N. Doolittle Rd. Edinburg, Texas 78542	Engleman Gardens Rd & Mile 22 1/2 N. Rd

HIDALGO COUNTY PCT #4 EDINBURG TEXAS RECEIVED BY PURCHASING DEPT NOV 23 2011

Project	P.O. No.	Terms
Engleman Gardens Rd & Mile 22 1/2 N. Rd	666507	Net 30

Ticket#	Truck#	Description	Qty	Price/Ton	Amount
32323 (156139)	331	Hauling Services of Crushed Caliche	26.31	6.20	163.12
32324 (156170)	331	Hauling Services of Crushed Caliche	26.62	6.20	165.04
32325 (156203)	331	Hauling Services of Crushed Caliche	24.72	6.20	153.26
32326 (156238)	331	Hauling Services of Crushed Caliche	22.87	6.20	141.79
32685 (156136)	323	Hauling Services of Crushed Caliche	24.98	6.20	154.88
32686 (156167)	323	Hauling Services of Crushed Caliche	25.15	6.20	155.93
32687 (156201)	323	Hauling Services of Crushed Caliche	24.27	6.20	150.47
32688 (156236)	323	Hauling Services of Crushed Caliche	24.29	6.20	150.60
32735 (156137)	325	Hauling Services of Crushed Caliche	25.65	6.20	159.03
32736 (156173)	325	Hauling Services of Crushed Caliche	25.25	6.20	156.55
32737 (156204)	325	Hauling Services of Crushed Caliche	24.82	6.20	153.88
32738 (156239)	325	Hauling Services of Crushed Caliche	24.07	6.20	149.23
32825 (156140)	329	Hauling Services of Crushed Caliche	24.89	6.20	154.32
32826 (156171)	329	Hauling Services of Crushed Caliche	26.04	6.20	161.45
32827 (156205)	329	Hauling Services of Crushed Caliche	24.53	6.20	152.09
32828 (156240)	329	Hauling Services of Crushed Caliche	24.85	6.20	154.07
32889 (156138)	332	Hauling Services of Crushed Caliche	26.27	6.20	162.87
32890 (156168)	332	Hauling Services of Crushed Caliche	25.23	6.20	156.43
32891 (156202)	332	Hauling Services of Crushed Caliche	25.16	6.20	155.99
32892 (156237)	332	Hauling Services of Crushed Caliche	24.08	6.20	149.30

Thank you for your business.

Total	$3,100.30
Payments/Credits	$0.00
Balance Due	$3,100.30

Roy's Hauling Service, Inc.
P.O. Box 1896
Edinburg, TX 78540



Invoice

Date	Invoice #
11/7/2011	7350

Bill To	Ship To
Hidalgo County Pct#4 1051 N. Doolittle Rd. Edinburg, Texas 78542	Engleman Gardens Rd & Mile 22 1/2 N. Rd

Project	P.O. No.	Terms
Engleman Gardens Rd & Mile 22 1/2 N. Rd	666507	Net 30

Ticket#	Truck#	Description	Qty	Price/Ton	Amount
32328 (156284)	331	Hauling Services of Crushed Caliche	25.42	6.20	157.60
32329 (156298)	331	Hauling Services of Crushed Caliche	25.31	6.20	156.92
32330 (156317)	331	Hauling Services of Crushed Caliche	24.18	6.20	149.92
32331 (156338)	331	Hauling Services of Crushed Caliche	24.53	6.20	152.09
32332 (156355)	331	Hauling Services of Crushed Caliche	24.45	6.20	151.59
32333 (156368)	331	Hauling Services of Crushed Caliche	22.83	6.20	141.55
32689 (156285)	323	Hauling Services of Crushed Caliche	24.92	6.20	154.50
32692 (156301)	323	Hauling Services of Crushed Caliche	24.7	6.20	153.14
32693 (156319)	323	Hauling Services of Crushed Caliche	23.73	6.20	147.13
32694 (156340)	323	Hauling Services of Crushed Caliche	24.89	6.20	154.32
32695 (156358)	323	Hauling Services of Crushed Caliche	24.25	6.20	150.35
32696 (156370)	323	Hauling Services of Crushed Caliche	24.51	6.20	151.96
32741 (156283)	325	Hauling Services of Crushed Caliche	25.2	6.20	156.24
32742 (156299)	325	Hauling Services of Crushed Caliche	25.62	6.20	158.84
32743 (156316)	325	Hauling Services of Crushed Caliche	25.29	6.20	156.80
32744 (156337)	325	Hauling Services of Crushed Caliche	24.91	6.20	154.44
32745 (156354)	325	Hauling Services of Crushed Caliche	23.98	6.20	148.68
32746 (156367)	325	Hauling Services of Crushed Caliche	23.38	6.20	144.96
32830 (156286)	329	Hauling Services of Crushed Caliche	23.97	6.20	148.61
32831 (156300)	329	Hauling Services of Crushed Caliche	24.76	6.20	153.51
32832 (156318)	329	Hauling Services of Crushed Caliche	23.56	6.20	146.07
32833 (156339)	329	Hauling Services of Crushed Caliche	24.37	6.20	151.09
32834 (156356)	329	Hauling Services of Crushed Caliche	24.23	6.20	150.23
32835 (156369)	329	Hauling Services of Crushed Caliche	23.97	6.20	148.61

Thank you for your business

Total	
Payments/Credits	
Balance Due	

Roy's Hauling Service, Inc.
P.O. Box 1896
Edinburg, TX 78540

Invoice

Date	Invoice #
11/7/2011	7350

Bill To	Ship To
Hidalgo County Pct#4 1051 N. Doolittle Rd Edinburg, Texas 78542	Engleman Gardens Rd & Mile 22 1/2 N. Rd

Project	P.O. No.	Terms
Engleman Gardens Rd & Mile 22 1/2 N. Rd	666507	Net 30

Ticket#	Truck#	Description	Qty	Price/Ton	Amount
32895 (156287)	332	Hauling Services of Crushed Caliche	25.47	6.20	157.91
32896 (156302)	332	Hauling Services of Crushed Caliche	25.13	6.20	155.81
32897 (156320)	332	Hauling Services of Crushed Caliche	24.78	6.20	153.64
32898 (156341)	332	Hauling Services of Crushed Caliche	25.11	6.20	155.68
32899 (156359)	332	Hauling Services of Crushed Caliche	24.67	6.20	152.95
32900 (156371)	332	Hauling Services of Crushed Caliche	24.22	6.20	150.16

Thank you for your business

Total	$4,565.30
Payments/Credits	$0.00
Balance Due	$4,565.30

Roy's Hauling Service, Inc.

P.O. Box 1896
Edinburg, TX 78540

Invoice

Date	Invoice #
11/8/2011	7239

Bill To	Ship To
Hidalgo County Pct#4 1051 N. Doolittle Rd. Edinburg, Texas 78542	Ingle Road, East of Seminary Road Edinburg, Texas

HIDALGO COUNTY PCT. #4 RECEIVED BY NOV 17 2011 RUMALDO MUNOZ JR EDINBURG TEXAS 78541

Project	P.O. No.	Terms
Ingle Road, East of Seminary Road	661492	Net 30

Ticket#	Truck#	Description	Qty	Price/Ton	Amount
32334 (156404)	331	Hauling Services of Crushed Caliche	25.14	6.20	155.87
32335 (156441)	331	Hauling Services of Crushed Caliche	23.7	6.20	146.94
26000 (156512)	323	Hauling Services of Crushed Caliche	25.45	6.20	157.79
32697 (156403)	323	Hauling Services of Crushed Caliche	25.04	6.20	155.25
32698 (156440)	323	Hauling Services of Crushed Caliche	24.79	6.20	153.70
32699 (156472)	323	Hauling Services of Crushed Caliche	23.95	6.20	148.49
33951 (156405)	332	Hauling Services of Crushed Caliche	24.42	6.20	151.40
33952 (156442)	332	Hauling Services of Crushed Caliche	23.48	6.20	145.58

Thank you for your business.

Total	$1,215.02
Payments/Credits	$0.00
Balance Due	$1,215.02

Purchase Order

COUNTY OF HIDALGO

PO#: 666505

DATE: 11/14/11

VENDOR: 256951 REQ:00205969
FAX (361)853-0480 Email:
Phone:(361)853-7331
MARTIN MARIETTA MATERIALS SOUTHWEST, LTD
5710 W. HAUSMAN RD., SUITE 121
SAN ANTONIO TX 78249
Vendor Acct:

BUYER:
SHIP TO: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

CONTACT:
SITE: COMMISSIONER, PRECINCT 4
Contract No: E-11-135B-04-19

Special Instructions:
PCT. REQ. #1607

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		AS PER CONTRACT #E-11-135B-04-19 (5/03/2011 TO 5/02/2011)		
1	LOT	CC BLANKET PURCAHSE ORDER FOR "FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)" FOR ENGLEMAN GARDENS ROAD AND MILE 22 1/2 N. RD (AKA VALDEZ RD) @ $3.00 A TON (PRICE INCREASE FROM $2.50 TO $3.00 OCT. 01, 2011 TO DEC 31, 2011)	11,000.00	11,000.00
		****UNDER CONTRACT E-11-135B-04-19 5/03/2011 TO 5/02/2012****		
		GASB ROAD INFORMATION:		
		ENGLEMAN GARDENS ROAD ROAD ID#: EXTENTION TO 2633 ROAD LENGTH: 2,000.03 L.F. ROAD WIDTH: 24.00 L.F.		
		MILE 22 1/2 N. RD. (AKA VALDEZ RD.) ROAD ID#: 3857 ROAD LENGTH: 540.52 L.F. ROAD WIDTH: 24.00 L.F.		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		11,000.00

Authorized by: Martha L. Salazar mls

Purchase Order

COUNTY OF HIDALGO

PO#: 666505

DATE: 11/14/11

VENDOR: 256951 REQ:00205969
FAX (361)853-0480 Email:
Phone:(361)853-7331
MARTIN MARIETTA MATERIALS SOUTHWEST, LTD
5710 W. HAUSMAN RD., SUITE 121
SAN ANTONIO TX 78249
Vendor Acct:

BUYER:
SHIP TO: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

CONTACT:
SITE: COMMISSIONER, PRECINCT 4
Contract No: E-11-135B-04-19

Special Instructions:
PCT. REQ. #1607

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		********** For Hidalgo County use only		
		1-1200-431-00-124-007-0-731		11,000.00
		Approved		

Authorized by: Martha L. Salazar

Purchase Order

COUNTY OF HIDALGO

PO#: 666507

DATE: 11/14/11

VENDOR: 270113 REQ:00205972
FAX (956)383-2569 Email:
Phone:(956)383-2206
ROY'S HAULING SERVICE, INC.
P.O. BOX 1896
EDINBURG TX 78540
Vendor Acct:

BUYER:
SHIP TO: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

CONTACT:
SITE: COMMISSIONER, PRECINCT 4
Contract No: C-10-137-10-05

Special Instructions:
PCT. REQ. #1608

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER CONTRACT C-10-137-10-05 (11/30/10 TO 11/29/11)		
1	LOT	CC BLANKET PURCHASE ORDER FOR THE HAULING OF "FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)" FOR ENGLEMAN GARDENS ROAD AND MILE 22 1/2 N. RD (AKA VALDEZ RD) @ $4.50 A TON ****NOTE**** BASE PRICE OF $4.50 MAY INCREASE BY INCREAMENTS OF 10% DEPENDING ON THE OPIS ON THE DAY OF HAULING. ****UNDER CONTRACT C-10-137-10-05 11/30/2010 TO 11/29/2011**** GASB ROAD INFORMATION: ENGLEMAN GARDENS ROAD ROAD ID#: EXTENTION TO 2633 ROAD LENGTH: 2,000.03 L.F. ROAD WIDTH: 24.00 L.F. MILE 22 1/2 N. RD. (AKA VALDEZ RD.) ROAD ID#: 3857 ROAD LENGTH: 540.52 L.F. ROAD WIDTH: 24.00 L.F. REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	21,000.00	21,000.00

Authorized by: Martha L. Salazar

Purchase Order

COUNTY OF HIDALGO

PO#: 666507

DATE: 11/14/11

VENDOR: 270113 REQ:00205972
FAX (956)383-2569 Email:
Phone:(956)383-2206
ROY'S HAULING SERVICE, INC.
P.O. BOX 1896
EDINBURG TX 78540
Vendor Acct:

BUYER:
SHIP TO: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

CONTACT:
SITE: COMMISSIONER, PRECINCT 4
Contract No: C-10-137-10-05

Special Instructions:
PCT. REQ. #1608

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Total		21,000.0
		**********		
		For Hidalgo County use only		
		1-1200-431-00-124-007-0-731 21,000.00		
		Approved		

Authorized by: Martha L. Salazar

AI-30022 **17. E. 1.**

CC REGULAR

Meeting Date: 12/12/2011

Submitted For: Agapito Vargas **Submitted By:** Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting approval of "Supplemental Agreement No. 2" to C-CAP-08-030A-10-28 between Hidalgo County and Javier Hinojosa Engineering to replace "Attachment A" with "Attachment A Revised" resulting in an increase of $24,422.46 in the estimated amount;

b. Requesting approval of Work Authorization No. 2 (with a proposed fee of $24,422.46) with Javier Hinojosa Engineering to provide Engineering Services to Hidalgo County Precinct No. 3 for Various Border Colonia Access Program Round III Projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1312-431-00-123-014-1-334

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

BUDGETARY IMPACT:

Available funds as of 12/8/11 are $7,813.77.

FISCAL YEAR: 2011 **ACCT. #:** 1-1312-431-00-123-385-1-334

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

BUDGETARY IMPACT:

Available funds as of 12/8/11 are $4,193.22.

FISCAL YEAR: 2011 **ACCT. #:** 1-1312-431-00-123-312-1-334

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

BUDGETARY IMPACT:

Available funds as of 12/8/11 are $4,115.43.

FISCAL YEAR: 2011 **ACCT. #:** 1-1312-431-00-123-488-0-334

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

BUDGETARY IMPACT:

Available funds as of 12/8/11 are $8,300.04.

Attachments

suppl2

wa2

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/07/2011 11:12 AM
Budget & Management	Merlen P. Munoz	12/07/2011 01:31 PM
Perla Lopez	Perla Lopez	12/08/2011 02:43 PM
Auditor's Office	Monica Badillo	12/09/2011 08:55 AM

Form Started By: Yvette Islas Started On: 12/06/2011 02:51 PM

Final Approval Date: 12/09/2011

EXHIBIT "F"

SUPPLEMENTAL AGREEMENT FORM
C-CAP-08-030A-10-28
Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 2
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **Javier Hinojosa Engineering** Professional Engineers of, McAllen, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the **28th** day of **October, 2008** concerning engineering for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Access Funded Colonias for Hidalgo County Precinct Number **3** (hereinafter referred to as the "**Project**"); and,

WHEREAS, Supplemental Agreement No. 1 to Work Authorization No. 1 Attachment "A" established that the Estimated Cost is $311,597.70; and establishes the projects to be designed,

WHEREAS, it has become necessary to amend the Agreement to add projects resulting in an increased estimated amount.

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. The Estimated Cost is revised to **$336,020.16.**

II. Attachment "A" Revised (Listing of Colonias) is revised and made part of this agreement as attached.

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the 12th day of December, 2011.

THE ENGINEER:
JAVIER HINOJOSA ENGINEERING

BY:_____
Javier Hinojosa, P.E., Owner

Address for Giving Notices:
416 E. Dove Avenue
McAllen, Texas78504

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

ATTESTED

By: _____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

Attachment "A" Revised

ATTACHMENT "A"
BORDER COLONIA ACCESS PROGRAM ROUND III
ESTIMATE DISTRIBUTION
COUNTY ALLOCATION & COMPETITIVE CALL BY PRECINCT
December 6, 2011

Precinct Number Three **Colonia Name**		**Engineering Fees**
1. Ariel Hinojosa Subdivision - Paula Street	:	$12,882.10
2. Basham #14 - Campbell Drive, Barnett Drive and Adams Drive	:	$21,845.48
3. Basham #18 - Tiffany Drive	:	$14,773.31
4. Dude Hill #1 - Israel Avenue	:	$7,748.48
5. Hilda Subdivsion #2 - Hilda Street and Paris Street	:	$16,083.82
6. La Suena - Rabbit Run, West South Dakota and Bella Vista	:	$31,595.12
7. Palm Lake Estates #1 - Hermosillo Drive, Avenida De Mexico, Alvarado Street, Mahala Street, Alvarado Court, La Pointe Avenue and Honolulu Avenue	:	$79,205.50
8. Monica Acres - Monica Drive	:	$9,603.80
9. Vereda Tropical - Maryland Street	:	$12,808.35
10. Loma Linda Heights Subdivision	:	$57,495.76
11. Casa De Los Vecinos Subdivision	:	$47,555.98
12. Acevedo Subdivision No. 4 **(Construction Management Only)**	:	$7,813.77
13. La Homa Road South **(Construction Management Only)**	:	$4,193.22
14. Havana **(Construction Management Only)**	:	$4,115.43
15. Munoz Estates **(Construction Management Only)**	:	$8,300.04
TOTAL:		**$336,020.16**

EXHIBIT "E"

HIDALGO COUNTY
Professional Engineering Services
Agreement #C-CAP-08-030A-10-28
Work Authorization Form

WORK AUTHORIZATION NO. 2

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 **Commissioner's Court**, hereinafter called the "**Owner**," and, **JAVIER HINOJSA ENGINEERING** professional engineers of McAllen, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Plans, Specifications and Estimate (PS&E) and Construction Inspection for Round 3 funded Proposition 3 – Border Access Colonia Program Projects of Hidalgo County Precinct No. 3 as identified in Attachment "A".

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 **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$24,422.46**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **ATTACHMENT "A".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the Agreement.

PART 4. FUNDING

This Work Authorization No. **2** shall be funded through funding source:

Account No. 1-1312-431-00-123-014-1-334
1-1312-431-00-123-385-1-334
1-1312-431-00-123-312-1-334
1-1312-431-00-123-488-0-334

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.

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

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by Hidalgo County Precinct No. 3 Commissioner Joe M. Flores as to content and detail of this Work Authorization No. 2.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 3:

BY:_____
Commissioner Joe M. Flores

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on December 12, 2011 as indicated below and effective as of 12th day of December, 2011.

THE ENGINEER:
Javier Hinojosa Engineering

_____
By: Javier Hinojosa, PE, Owner

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT “A” - Service to be Provided by the Owner
EXHIBIT “B” - Services to be Provided by the Engineer
EXHIBIT “C” - Work Schedule
EXHIBIT “D1” - Fee Breakdown

ATTACHMENT “A” - Estimated Cost Proposal

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 Project (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General

The Owner will provide to the Engineer the following:

1) Authorization to the Engineer to begin work.
2) Payment for work performed by the engineer.
3) Assistance to the Engieer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.
4) Provide any available relevant data that may on file concerning the Project.
5) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.
6) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.
7) Advertise and award, as assisted and recommendation by the Engineer, construction Agreements for the PS&E developed by the Engineer.
8) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.
9) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensation and pay the Agreements for work performed as identified in the approved monthly and final estimates.
10) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.
11) Provide Engineer with Geotechnical Data of existing pavement thickness.

Exhibit "B"

Services to be Provided by Engineer

The work to be furnished by the Engineer shall consist of management and engineering services for improvements in Hidalgo County Colonias approved by the State of Texas under the Second Call of Proposition Two funding. The work shall be developed in accordance with the Owner, TXDOT, and applicable design standards and in a format acceptable to the owner, and reviewing agencies.

The Engineer shall render specific management and engineering services for the development of the Project and fulfillment of this Agreement as follows:

I. PRELIMINARY PHASE – GENERAL PROJECT MANGEMENT AND ADMINISTRATION

II. DESIGN PHASE – FINAL DESIGN AND PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E) FOR COLONIA ACCESS

III. CONSTRUTION PHASE – CONSTRUCTION MANGEMENT & SUPPORT & INSPECTIONS

I. PRELIMINARY PHASE SERVICES

GENERAL PROJECT MANGEMENT

Services for GENERAL PROJECT MANAGEMENT by the Engineer will include the following:

1. Project/Program Schedule. See Exhibit "C".

2. Coordination/Meetings. The Owner may require the Engineer to attend local public hearings, policy meetings and upon request attend Owner staff meetings. The Engineer shall assist the Owner, as requested, at meetings with the Texas Department of Transportation (TXDOT), or other necessary entities.

Planning & Assessment

The Engineer will provide the following:

1. Review, verify and gather data necessary to proceed with design of approved TXD OT Colonia Projects.

2. Perform interviews and each Precinct County Commissioner and staff to identify "present day" complaints, roadway and drainage histories and preliminary design information for the approved projects.

3. Obtain geotechnical data for pavement designs; determine subsurface conditions.
4. Develop pavement designs, including cost data, pavement material properties, and pavement drainage.

5. Identify preliminary alignments; develop typical sections.

6. Develop hydraulic design criteria in accordance with Hidalgo County/Local Municipal or TXDOT guidelines.

7. Verify FEMA FIRM zones and requirements.

8. Develop basic schematic layout of improvement to determine right of way requirements.

Environmental Document Preparation and Public Comment

Provide Owner assistance in gathering data necessary to complete the Environmental Review Record format established by Owner to satisfy TXDOT environmental requirements.

Right of Way Data

The Engineer shall provide utility and the right of way data for each approved individual project as follows:

Utility Coordination/Inventory

1) The Engineer will develop utility layout sheets from schematics and incorporate utility information; identify existing overhead and above ground utilities; identify all existing underground utilities; document all information on utility layout sheets; identify potential conflicts. The layout sheets will be reproducible drawings (11”x17”) with the following information.

    a) Existing and/or propos3ed right of way lines
    b) Benchmark data
    c) Existing and proposed drainage system(s)
    d) Location and size of utility (plan/profile view)
    e) Limits of existing casing pipe
    f) Name of the owner/company

2) The Engineer will coordinate utility adjustments with Owner and all affected utility owners as necessary.

Field Survey

The Engineer will provide the following:

1) Vertical and Horizontal Control. Establish and stake the Project control centerline (baselines) and offset for the Project or portions of the Project. Establish vertical control by looping all benchmark (BM) circuits and tie to monument permanent BM elevation. BM’s are to be set at 1,000 ft maximum intervals using Global Positioning System (GPS) survey, and in a location that will be undisturbed by future construction.

2) Topography. Obtain topographic information surveyed for the length of the control centerline, as required; provide location (station and offset), size, height, and depth and/or length and description of topographic features; to include, but not limited to the following: driveways, signs, light poles, mail boxes, all fences (including metal beam guard fence and turndowns), utilities (type, owner, location, and depth), riprap, existing right of way lines, private property lines, cou7nty and/or city limits, etc..Drainage elements to include:

3) Design Centerline. Establish and stake the design centerline.

Right of Way Map

Provide for the preparation of a project right-of-way map where right of way acquisition is necessary. Provide for the necessary right-or-way research, mapping, surveying and all services related to the development of a right-of-way map. Prepared parcel sketches and field notes of all parcels requiring acquisition. Revisions to be done promptly at no cost to the owner.

II. DESIGN PHASE SERVICES

Final Design and Plans, Specifications & Estimates

The Engineer will develop the final design and prepare Agreement drawings, specifications and estimates for construction of the Project or portions of the Project as authorized by the Owner. These documents will be submitted to the applicable city, county, state, and/or federal agencies for approval.

All final plan sheets will be developed by the Engineer on 11”x17” reproducible, 4 mil, double-matte, white, opaque film.

Recognizing that there will be several team members participating in the development of the overall Project, and taking into consideration that the Owner has a significant investment in the development of the Project, there is need for consistency in document development for the purpose of review and production to help facilitate and economically efficient product. All computer document files furnished to the Owner by the Engineer shall be furnished on a CD-ROM created utilizing DOS software. Retrieval documentation relating to file storage on the designated delivery media shall be prepared by the Engineer and provide to the Owner. It is the intent of the Engineer and this Agreement to secure computer files from all Project Team members that are composed of elements of the same precision, integrity, singularity, attributes.

The Engineer shall prepare graphic files that can be reviewed and plotted utilizing Microstation/AutoCAD, software. The graphic files submitted must be compatible with Microstation Cad System without conversion or modification and must plot consistent with reproducible plots submitted.

Plan Sheets. Plan sheets developed by the Engineer will include, but not limited to, title sheet, typical sections, sequence of construction, estimates and quantity, plan-profile, channel details, roadway details, bridge and culvert details, hydraulic details, and standards.

Specifications. The Engineer shall use the 1993 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. Other specifications may be developed by the Engineer, but must incorporate, reference to standard TXDOT requirements of design & testing procedures and Hidalgo County Subdivision Required Standards.

Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based on the unit price system of bidding.

All plots and graphic media provided by the Engineer, as a result of this Agreement, shall be delivered to the Owner. Final payment for plan sheet documents and/or associated, applicable engineer files will not be made until the files furnished by the Engineer have been demonstrated to be useable in the formats described above and herein.

Service for FINAL DESIGN AND PLANS, SPECIFICATIONS AND ESTIMATES by the Engineer will include the following:

Roadway Design Controls

The Engineer will prepare the roadway design for the Project or portions of the Project as authorized by the Owner. The roadway design will be submitted to the applicable city, county, state, and/or federal agencies for approval.

Roadway design controls will include:

1) Geometric Design – horizontal and vertical alignments, intersection geometrics: to be incorporated onto plan and profile sheets.
2) Geometric and grading design – development of typical roadway sections through horizontal and vertical alignment determination and roadway cross sections.
3) Grading design – existing and design cross sections, cut/fill quantities, slope stability analysis, embankment foundation stability and settlement analysis.
4) Earthwork Quantities – obtained from grading design.
5) Miscellaneous supplemental plan details.

Drainage

The Engineer will perform final hydrologic/hydraulic analysis and design for the proposed improvements of the Project or portions of the Project as authorized by the Owner.

Signing

The Engineer will determine location and type of warning, regulatory and guide signs as required by the Hidalgo County Subdivision Standards or local Municipal standards as applicable. All signing design will be based on the final proposed roadway design.

Permanent Pavement Markings

The Engineer with the Owner will evaluate the need for pavement markings and design all permanent pavements markings in accordance with the Hidalgo County Subdivision Standard or Local Municipal Standards as applicable. All such design will be based on the final proposed roadway design.

Miscellaneous

If required for the Project or portion of the Project approved by the Owner, the Engineer will provide the following miscellaneous roadway items:

Miscellaneous Drafting, Standards, and Details

1. The Engineer will prepare a title sheet indicating, at a minimum, project limits, project location map, name of owner and owner acknowledgment/acceptance, facility identification, specificati9on reference, Engineer's seal, signature and date.

2. The Engineer will determine appropriate standard drawings to be incorporated into the plans, and sign/seal any modifications to any agency or industry approved standards.

3. The Engineer will develop any details to clarify any construction requirements of the plan drawings.

PS&E Supporting Documents

4. Specifications List and general Notes. The Engineer will prepare an applicable specifications list, in TXDOT format, as well as any general notes that may be applicable to each PS&E submission.

5. Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding.

6. Agreement Time Determination Statement. The Engineer will determine the time required for construction for the project, outlining phases of construction and appropriate rates of production and construction for bid items determined to be in the critical path for construction of the PS&E submittal.

III. CONSTRUCTION PHASE SERVICE

Construction Management and Support

The Engineer will provide engineering and support services for and during the construction of the Project or portions of the Project approved by the Owner. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

Construction Bidding

1. The Engineer will furnish to the Owner the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2. The Engineer will coordinate and conduct a Pre-Bid Conference for prospective bidders.

3. The Engineer will assist Owner the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of form Agreement documents for the award of each construction Agreement.

Construction Agreement Administration

4. In general, the Engineer will provide the management and engineering support/data required for consultation and advertisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Agreement.

5. The Engineer will coordinate and conduct a pre-construction conference.

6. Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of the Contractor. The Engineer will promptly notify the Owner of any such defect of deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

7. Contractor Payment. The Engineer will take measurements and calculate quantities, in accordance with the construction Agreement specifications, of those items of work accepted and conforming to the construction Agreement specifications, for the preparation of the monthly and final estimates for payment to the Contractor.

8. The Engineer will provide Project site inspection of the authorized construction Agreement(s) as follows:
    a. Project Engineer. The Engineer will provide visits by the Project Engineer or a competent representative of the Engineer to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction plans and specifications.

    b. Resident Engineer and/or Construction Inspector(s). The Owner may request the Engineer to furnish the service of a Resident Engineer and/or Construction Inspector(s) for continuous on the site inspection construction to the monitor/inspect the Contractor's daily progress and conformance to PS&E specifications. See Article 5 for special services compensation details.

Miscellaneous Technical Activities

9. Shop Drawings. The Engineer will review and check all shop or working drawings furnished by the Contractor.

10. Control of Materials & Equipment. The Engineer will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

    a. Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction Agreement specifications.

    b. Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction Agreement specifications.

11. Change Orders. When applicable the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction Agreement change orders, which may be required due to actual field conditions encountered or new requirements directed by the Owner.

12. As Built Drawings. The Engineer will develop as built drawings to depict the work as actually constructed. The Owner will be furnished five (5) set of prints.

EXHIBIT "C"
Project Schedule
Precinct No. 3

PROJECT: Border Access Colonia Program Projects Round 3
CLIENT: PRECINCT #3
COUNTY: HIDALGO

TASK AND DESCRIPTION		DEC 2011	JAN 2012	FEB 2012	MAY 2012	APR 2012	MAY 2012	JUN 2012	JUL 2012	AUG 2012	SEP 2012	OCT 2012	NOV 2012	DEC 2012
Border Access Colonia Program Projects														
Preliminary Engineering														
Plans, Specifications and Estimate (PS&E)														
Bidding														
Construction														

EXHIBIT "D1"

Fee Breakdown

For and in consideration of the ***Services*** attached to this Agreement and to be rendered by the **Engineer**, the **Owner** shall pay the **Engineer** the **Fee** as defined in Article 5.1 of this Agreement, and as more particularly identified as follows:

Basic Services Fee = $336,020.16

PHASE I = 40**%** of the **Services Fee**

PHASE II = 40**%** of the **Services Fee**

PHASE III = 20**%** of the **Services Fee**

ATTACHMENT "A"
BORDER COLONIA ACCESS PROGRAM ROUND III
ESTIMATE DISTRIBUTION
COUNTY ALLOCATION & COMPETITIVE CALL BY PRECINCT
December 6, 2011

Precinct Number Three **Colonia Name**		**Engineering** **Fees**
1. Acevedo Subdivision No. 4 **(Construction Management Only)**	:	$7,813.77
2. La Homa Road South **(Construction Management Only)**	:	$4,193.22
3. Havana **(Construction Management Only)**	:	$4,115.43
4. Munoz Estates **(Construction Management Only)**	:	$8,300.04
TOTAL:		**$24,422.46**

AI-30051 **17. F. 1.**

CC REGULAR

Meeting Date: 12/12/2011

Submitted For: Marty Salazar **Submitted By:** Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Recommending award of bid and approval of contract document to lowest bidder meeting all specifications and/or requirements as attached hereto for: Hidalgo County District Attorney's Office and HIDTA Task Force -Repair, Installation & Removal of Emergency Equipment, Radios and other Miscellaneous Equipment" RFB No. 2011-229-11-09-SMA.

BACKGROUND

1. Current Contract expires December 15, 2011
2. New Contract will commence on December 16, 2011
2. Contract Document has been reviewed & approved as to from by legal counsel on 12/06/11.
3. Recommended vendor is "Video, Sound and Lights Inc."
4. Services will be on as needed basis.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1222-412-00-080-006-0-432

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

BUDGETARY IMPACT:

Funds available in the amount of $271.02 as of 12/08/2011. (On an As Needed Basis)

FISCAL YEAR: 2011 **ACCT. #:** 1291-412-00-270-003-0-432

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

BUDGETARY IMPACT:

Funds available in the amount of $1,800.00 as of 12/08/2011. (On an As Needed Basis)

Attachments

Recommendation
Vendors Participation sheet
Tabulation
counsels approval as to form
contract document

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/07/2011 04:04 PM
Budget & Management	Merlen P. Munoz	12/08/2011 08:09 AM
Sylvia Solis	Sylvia Solis	12/08/2011 11:19 AM

Auditor's Office Monica Badillo 12/09/2011 08:55 AM

Form Started By: Sandra Montalvo Started On: 12/07/2011 10:59 AM

Final Approval Date: 12/09/2011

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

RECEIVED
NOV 29 2011

MEMORANDUM

TO: Roy Cazares, Personnel Director
Hidalgo County District Attorney's Office via: roy.cazares@da.co.hidalgo.tx.us

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: **November 14, 2011**

RE: RECOMMENDATION/CONCURRANCE REQUEST: Bid No. -2011-229-11-09-SMA-hIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE AND HIDTA TASK FORCE-
"*Repair, Installation & Removal of Emergency Equipment, Ratios Computers & Misc.Equipment*

We have received three (3) response to the above mentioned project.. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **November 21, 2011 @ 10:00 a.m. or if possible earlier** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **sandra.montalvo@co.hidalgo.tx.us**

☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: ~~1223-412-00-080-~~ 1222-412-00-080-006-0432 1291-412-00-270-003-0432

Recommendations/Concerns: VS2

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	ROY CAZARES	DA's & HIDTA	11/22/2011

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

BID OPENING DATE: NOV. 09, 2011 | **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION:REPAIRS, REMOVAL & INSTALLATION OF EMERGENCY EQUIPMENT, RADIOS AND OTHER MISC. EQUIPMENT

BID NO.: 2011-229-11-09-SMA | **Buyer: Sandra Montalvo**

	NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
1)	COMMUNICATIONS ETC. Attn: Eddie Guerra	BLM	Sandra Montalvo	10/28/11	421 S. Broadway McAllen, Texas 78501 956-631-8597 (office) communicationsetc@sbcglobal.net communicationsetc@sbcglobal.net
2)	Tri County Communications Attn: David Champion	BLM	Sandra Montalvo	10/28/11	956-227-0205 (cell) dchampion@tri-countycom.com
3)	South Texas Communications Attn: Lizette Pena	BLM	Sandra Montalvo	10/28/11	709 E. Pecan McAllen, Texas 78501 956-687-8591 (office) 956-687-1735 (fax) lpenaflor@stcreadios.com
4)	Office Store Depo Attn: Joseph Corts	BLM	Sandra Montalvo	10/28/11	530 s. Lake Ave. #702 Pasadena, CA 91101 sales@officestoredepot.com
5)	TRI COUNTY COMMUNICATIONS Attn: David Champion	TR	Sandra Montalvo	10/28/11	956-227-0205 (cell) dchampion@tri-countycom.com
6)	SOUTH TEXAS COMMUNICATIONS Attn: Lizette Pena	BLM	Sandra Montalvo	10/28/11	709 E. Pecan McAllen, Texas 78501 956-687-8591 (office) 956-687-1735 (fax) lpenaflor@stcreadios.com
7)	OFFICE STORE DEPOT Attn: Joseph Corts	EMR	Sandra Montalvo	10/28/11	530 s. Lake Ave. #702 Pasadena, CA 91101 sales@officestoredepot.com
8)	**CONSTRUCTION DATA COMPANY** **Attn: Danielle Hartman**	EMR	Sandra Montalvo	10/28/11	Phone 512.634.5968 Fax 800.487.7878 42021 W. Parmer Lane | Suite A200 Austin TX | 78727 dhartman@cdcnews.com cdcnews.com
9)	**VSL, INC.** Attn: Diana or Valentin Cardenas	BLM	Sandra Montalvo	10/28/11	3716 S. Bus. Hwy. 281 Edinburg, Tx 78539 (o)956-383-6588 (f)956-380-1513 vslinc@aol.com
10)	**IKON Office Solutions, Inc.** **Attn: Aissa Garcia**	EMR	Sandra Montalvo	10/28/11	1400 N McColl, #103 McAllen, TX 78501 Office: 956.687.9156 ext. 209 Mobile: 956.607.6465 Email: Aissa.Garcia@ricoh-usa.com
11)	**RADIO COMMUNICATIONS** **PART 90 LMR SERVICES, LLC** **Contact: Micheal Contreras**	**EMR**	Sandra Montalvo	**11/02/11**	**1829 N. 77 Sunshine Strip** **Harlingen, TX 78550-4251** **P: 956-412-5122** **F: 956-412-5129**

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

BID OPENING DATE: NOV. 09, 2011 | **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION:REPAIRS, REMOVAL & INSTALLATION OF EMERGENCY EQUIPMENT, RADIOS AND OTHER MISC. EQUIPMENT

BID NO.: 2011-229-11-09-SMA | **Buyer: Sandra Montalvo**

	NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
12)	DISCOUNT TWO-WAY RADIO Attn: Jessica Villalobs	**EMR**	Sandra Montalvo	**11/04/11**	**1430 240th st.** **Harbor City, CA 90710** **800-895-5122** **424-2013480 direct** **310-224-5101** **Jessica@dtwr.com**
13)	ALLSTATE TOWER INC. Attn: Kevin Roth	**EMR**	Sandra Montalvo	**11/04/11**	PO Box 25 Henderson, KY 42419 232 Heilman Ave Henderson, KY 42420 270-830-8512 270-830-8475-Fax
14)					

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET

DEPARTMENT NAME: Hidalgo County District Attorney's Office & HIDTA TASK FORCE

Request for Bids- **-"REPAIRS, REMOVAL & INSTALLATION OF EMERGENCY EQUIPMENT, RADIOS and OTHER MISCELLANEOUS EQUIPMENT**

BID No.: 2011-229-11-09-SMA | **BID OPENING DATE: November 09, 2011 @ 9:30 a.m.**

DESCRIPTION OF ITEMS	Participating Vendors		
PART I- REPAIRS The **REPAIR** contract should be for a hourly / time repair rate with mark up rate for parts	**VSL, INC.**	**Tri-County Communications**	**South Tx Communications**
	PRICE	**PRICE**	**PRICE**
Normal Business Hours: Technician:	**$27.00**	**$57.50**	**$29.80**
After Hours, Weekends & Holidays: Technician: _____	**$27.00**	**$86.25**	**$29.80**
Mark Up Rate for _____%	**10% for parts**	**15%**	**10%**
Please List all warranties:	*2 yrs Installation (labor) of new equip. *Manufacture warranty on parts *1 year on repairs	**90 day warranty- parts/equip/repairs 90 day warranty- removals/installs**	**60 DAYS**
PART II- REMOVAL			
Description of Removal	***PRICE***	***PRICE***	***PRICE***
1) Cellular Phone Complete	**$1.00**	**$30.00**	**$15.00**
2) Cellular Phone Holder	**$1.00**	**$15.00**	**$10.00**
3) Center Console	**$1.00**	**$30.00**	**$15.00**
4) Computer	**$1.00**	**$30.00**	**$15.00**
5) Cut Off Stop Lights	**$10.00**	**$30.00**	**$10.00**
6) Cut Off Stop & Backup Lights	**$10.00**	**$30.00**	**$15.00**
7) Dash Light	**$6.00**	**$15.00**	**$10.00**
8) Dash Lights: (Either Mounted On Dash Or Roof Area Near Sun Visor)	**$6.00**	**$15.00**	**$10.00**
9) Directional Control	**$5.00**	**$30.00**	**$15.00**
10) Disguise Interior Mount Siren	**$15.00**	**$30.00**	**$12.00**
11) Dock station	**$15.00**	**$30.00**	**$15.00**
12) Equipment Console	**$5.00**	**$15.00**	**$15.00**
13) Extra outlets (cig. lighter type)	**$5.00**	**$15.00**	**$10.00**
14) Fire Extinguisher	**$1.00**	**$15.00**	**$5.00**
15) Flashlight Charger	**$1.00**	**$15.00**	**$5.00**
16) Fuse Panel	**$5.00**	**$15.00**	**$10.00**
17) Grille Lights**:** (Halogen, Led or Strobe)	**$5.00**	**$30.00**	**$10.00**
18) Halogen Grill Lights	**$1.00**	**$30.00**	**$10.00**
19) Halogen Light **Inserts By Pairs Front Or Back**	**$ .10**	**$30.00**	**$10.00**
20) Halogen Lights inserts by Pair	**$ .10**	**$30.00**	**$10.00**
21) Halogen Rear Deck Lights	**$.10**	**$30.00**	**$10.00**
22) Interior Mount Radio	**$10.00**	**$30.00**	**$10.00**
23) Interior Mounted Directional Light Bars	**$5.00**	**$30.00**	**$15.00**

24) Kill Switch	**$10.00**	**$30.00**	**$10.00**
25) Light Bar	**$5.00**	**$60.00**	**$19.50**
26) Light bar with Interface box (Motorola switch box)	**$1.00**	**$60.00**	**$20.00**
27) Prisoner Cage	**$5.00**	**$60.00**	**$15.00**
28) Push Bumpers	**$10.00**	**$60.00**	**$15.00**
29) Radar System Dual Antenna	**$1.00**	**$30.00**	**$15.00**
30) Radar System Single Antenna	**$1.00**	**$30.00**	**$15.00**
31) Radio Antenna	**$5.00**	**$15.00**	**$7.00**
32) Radio Antenna Disguise	**$35.00**	**$30.00**	**$10.00**
33) Radio Speaker	**$15.00**	**$15.00**	**$10.00**
34) Rear Deck Lights**:** (Halogen, Led Or Strobe)	**$5.00**	**$30.00**	**$10.00**
35) Rear Mount Radio	**$35.00**	**$60.00**	**$20.00**
36) Rear Mount Radio Cover	**$5.00**	**$60.00**	**$1.00**
37) Rear Mount Siren	**$35.00**	**$60.00**	**$10.00**
38) Rear Wig-wag	**$10.00**	**$15.00**	**$10.00**
39) Shotgun Rack Floor Mount	**$5.00**	**$15.00**	**$10.00**
40) Shotgun Rack Overhead Mount	**$5.00**	**$15.00**	**$10.00**
41) Shotgun/ Rifle Rack (Floor or Ceiling Mounted)	**$5.00**	**$15.00**	**$10.00**
42) Shotgun/ Rifle Rack (Trunk Lid Mounted Non-Electrical)	**$5.00**	**$15.00**	**$10.00**
43) Siren	**$25.00**	**$30.00**	**$10.00**
44) Siren Speaker Disguise	**$5.00**	**$15.00**	**$10.00**
45) Siren Speaker Push Bar	**$5.00**	**$15.00**	**$15.00**
46) Stripe Kit	**$85.00**	**$150.00**	**$5.00**
47) Strobe Grill Lights	**$5.00**	**$15.00**	**$50.00**
48) Strobe Lights Inserts by Pair	**$5.00**	**$15.00**	**$10.00**
49) Strobe or Led Light **Inserts By Pairs, Front Or Back**	**$15.00**	**$15.00**	**$10.00**
50) Strobe Power Supplies	**$5.00**	**$30.00**	**$10.00**
51) Strobe Rear Deck Lights	**5.00**	**$15.00**	**$10.00**
52) Surface LED lights	**$15.00**	**$15.00**	**$10.00**
53) Switch Panel	**$25.00**	**$30.00**	**$10.00**
54) Trunk Lid Shotgun Rack	**$5.00**	**$15.00**	**$10.00**
55) Video System	**$45.00**	**$60.00**	**$15.00**
56) Wig-Wag Flasher	**$10.00**	**$15.00**	**$10.00**
57) Wig-Wag	**$1.00**	**$15.00**	**$10.00**
58) winguard	**$1.00**	**$30.00**	**$1.00**

PART III- INSTALLATION

Description of Installation	*Price*	*Price*	*Price*
1) carflo	**$10.00**	**$30.00**	**$20.00**
2) Cellular Phone Complete	**$40.00**	**$60.00**	**$40.00**
3) Cellular Phone holder	**$10.00**	**$15.00**	**$15.00**
4) Center Console	**$25.00**	**$60.00**	**$20.00**
5) **Code 3 Excalibar Package** (with interface box and switch)	**$1.00**	**$60.00**	**$60.00**
6) Computer	**$45.00**	**$60.00**	**$40.00**
7) Computer Antenna	**$15.00**	**$30.00**	**$10.00**

8) Cut Off Stop & Backup Lights	**$75.00**	**$60.00**	**$50.00**
9) Dash Lights	**$25.00**	**$30.00**	**$15.00**
10) **Dash Lights** (to include strobe, halogen or LED, either mounted on dash or roof area near sun visor to include interface with switch panel)	**$25.00**	**$60.00**	**$15.00**
11) **Directional Lightbar** (Federal Signal, Code Three)	**$25.00**	**$60.00**	**$50.00**
12) Disguise Interior Mount Siren	**$30.00**	**$60.00**	**$20.00**
13) Dual Antenna Radar System	**$5.00**	**$60.00**	**$60.00**
14) Extra Outlets (cig. lighter type)	**$20.00**	**$15.00**	**$10.00**
15) **Federal Signal Jet Sonic**	**$1.00**	**$120.00**	**$40.00**
16) **Federal Signal Jet Stream**	**$1.00**	**$120.00**	**$40.00**
17) Fire Extinguisher	**10.00**	**$15.00**	**$5.00**
18) Flash Light Charger	**$10.00**	**$15.00**	**$10.00**
19) Full Feature Siren	**$35.00**	**$60.00**	**$40.00**
20) **Fuse Panel**	**$35.00**	**$30.00**	**$15.00**
21) Halogen Grill Lights	**$5.00**	**$30.00**	**$20.00**
22) Halogen Lights inserts by Pair	**$1.00**	**$60.00**	**$25.00**
23) **Halogen or LED Grill Lights** (to include flasher and interface with the switch panel)	**$30.00**	**$60.00**	**$20.00**
24) **Halogen or LED Light Inserts by Pairs Front or Back** (to include flasher and interface with switch panel)	**$30.00**	**$60.00**	**$20.00**
25) **Halogen or LED Rear Deck Lights** (to include flasher and interface with the switch panel)	**$30.00**	**$60.00**	**$20.00**
26) Halogen Rear Deck Lights	**$1.00**	**$30.00**	**$20.00**
27) Interface Box	**$1.00**	**$30.00**	**$10.00**
28) Interface Siren with switch box	**$1.00**	**$60.00**	**$5.00**
29) Interior Mount Radio	**$40.00**	**$60.00**	**$35.00**
30) Kill Switch	**$85.00**	**$30.00**	**$10.00**
31) LED	**$25.00**	**$30.00**	**$20.00**
32) Led Lights Mirror Mount	**$35.00**	**$60.00**	**$20.00**
33) Led Lights surface mount	**$35.00**	**$60.00**	**$20.00**
34) Light bar with Interface box (Motorola Switch Box)	**$1.00**	**$120.00**	**$40.00**
35) Lightbar	**$70.00**	**$120.00**	**$40.00**
36) Miscellaneous (Split Loom, Cable, Connectors, Screws, etc.)	**$29.00**	**$50.00**	**$10.00**
37) Power Point	**$1.00**	**$30.00**	**$10.00**
38) Prisoner Cage	**$10.00**	**$120.00**	**$40.00**
39) **Prisoner Cages** (to include lower extension and side panels)	**$45.00**	**$120.00**	**$40.00**
40) Push Bumper	**$45.00**	**$120.00**	**$40.00**
41) Radar System Single Antenna	**$5.00**	**$60.00**	**$40.00**
42) Radio Antenna	**$25.00**	**$30.00**	**$10.00**
43) Radio Antenna Disguise	**$60.00**	**$60.00**	**$20.00**
44) Radio Modem	**$1.00**	**$60.00**	**$25.00**
45) Rear end flasher	**$10.00**	**$30.00**	**$25.00**
46) Rear Mount Radio	**$75.00**	**$90.00**	**$50.00**
47) Rear Mount Radio Cover	**$1.00**	**$90.00**	**$10.00**
48) Rear Mount Siren	**$45.00**	**$90.00**	**$20.00**
49) Rear Wig-wag	**$20.00**	**$30.00**	**$15.00**
50) Reconnect interface siren with switch box	**$1.00**	**$60.00**	**$10.00**
51) Shotgun Rack Floor Mount	**$1.00**	**$60.00**	**$20.00**
52) Shotgun Rack Overhead Mount	**$1.00**	**$45.00**	**$18.00**
53) **Shotgun/ Rifle Rack Floor Mount** (interface with the switch panel and lock timers available)	**$1.00**	**$45.00**	**$18.00**
54) **Shotgun/ Rifle Rack Overhead Mount** (interface with the switch panel and lock timers if available)	**$65.00**	**$60.00**	**$18.00**

55) **Shotgun/ Rifle Rack Trunk Lid Mount** (non-electrical)	**$1.00**	**$45.00**	**$18.00**
56) Siren Speaker	**$30.00**	**$30.00**	**$25.00**
57) Siren Speaker Push Bar	**$10.00**	**$30.00**	**$20.00**
58) Stripe Kit	**$65.00**	**$150.00**	**$50.00**
59) **Strobe Grill Lights** (to include interface with strobe power supply)	**$5.00**	**$60.00**	**$20.00**
60) **Strobe Light Inserts by Pairs, Front or Back** (to include interface with the strobe power supply)	**$5.00**	**$60.00**	**$20.00**
61) Strobe Lights inserts by Pair	**$5.00**	**$30.00**	**$20.00**
62) Strobe Power Supply	**$5.00**	**$60.00**	**$20.00**
63) Strobe Rear Deck Lights	**$5.00**	**$45.00**	**$20.00**
64) **Strobe Rear Deck Lights** (to include interface with strobe power supply)	**$5.00**	**$60.00**	**$25.00**
65) SURFACE LED LIGHTS	**$30.00**	**$60.00**	**$20.00**
66) surface LED lights by pair	**$60.00**	**$60.00**	**$40.00**
67) switch	**$25.00**	**$30.00**	**$10.00**
68) Switch Panel	**$45.00**	**$45.00**	**$20.00**
69) Trunk Lid Shotgun Rack	**$5.00**	**$45.00**	**$20.00**
70) Video System	**$95.00**	**$120.00**	**$80.00**
71) **Whelen Edge 9004 SL** (with interface box and switch)	**$1.00**	**$120.00**	**$40.00**
72) Wig-Wags	**$30.00**	**$30.00**	**$15.00**
73) **Wig-Way Flasher** (to include interface with switch panel)	**$5.00**	**$45.00**	**$15.00**

From: Evangelina Garcia
To: "Sandra Montalvo"
Subject: FW: Contract-Repair, Installation & Removal Of Emergency Equipment, Radios & Misc. Equipment
Date: Tuesday, December 06, 2011 5:09:38 PM
Attachments: image001.png
CONTRACT.pdf

Sandra,
Attached is the contract with legal's approval as to form of document and I also had VSL submit their insurance document accordingly. You can proceed with your agenda item.

Thanks

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

From: Josephine L. Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Tuesday, December 06, 2011 3:45 PM
To: 'Evangelina Garcia'
Subject: RE: Contract-Repair, Installation & Removal Of Emergency Equipment, Radios & Misc. Equipment

I have reviewed and approved of the proposed contract. Isn't this the same vendor we had the issue with on the certifications?

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us



****
The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE**

COMMUNICATION.
****

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Monday, December 05, 2011 1:35 PM
To: josephine.ramirez@co.hidalgo.tx.us
Subject: FW: Contract-Repair, Installation & Removal Of Emergency Equipment, Radios & Misc. Equipment
Importance: High

Hi Josie,
Attached for legal review as to form of document is the contract in connection to the above referenced project and as per Marty's request (see the following correspondence).

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, December 05, 2011 12:36 PM
To: evangelina.garcia@co.hidalgo.tx.us; sandra.montalvo@co.hidalgo.tx.us
Subject: FW: Contract-Repair, Installation & Removal Of Emergency Equipment, Radios & Misc. Equipment

Ms. Vangie:

I tried twice to send to Ms. Josephine. Please send direct. Let me know if it goes through.

Marty

From: System Administrator
Sent: Monday, December 05, 2011 12:30 PM
To: Martha Salazar
Cc: 'Evangelina Garcia'; 'sandra.montalvo@co.hidalgo.tx.us'
Subject: Undeliverable: Contract-Repair, Installation & Removal Of Emergency Equipment, Radios & Misc. Equipment

Your message did not reach some or all of the intended recipients.

Subject: FW: Contract-Repair, Installation & Removal Of Emergency Equipment, Radios & Misc. Equipment

Sent: 12/5/2011 12:29 PM

The following recipient(s) could not be reached:

'josephine.ramirez@da.co.hidalgo.tx.us' on 12/5/2011 12:30 PM

552 #5.3.4 message size exceeds limit

'Evangelina Garcia' on 12/5/2011 12:30 PM

552 #5.3.4 message size exceeds limit

'sandra.montalvo@co.hidalgo.tx.us' on 12/5/2011 12:30 PM

552 #5.3.4 message size exceeds limit

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-11-229-12-12

THIS CONTRACT is made and entered into this **12th Day** of **December, 2011** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **VSL Tech, Inc. d/b/a Video Sound & Lights** Company").

WHEREAS, Company responded to advertised notices for bids for "Repair, Installation & Removal Of Emergency Equipment, Radios & Misc. Equipment" the ("Services"); and

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

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

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not

extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective **December 16, 2011** and ending on **December15, 2012.** Hidalgo County at its sole discretion elect the option to extend the contract for two (2)-one (1) year terms, at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads

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

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

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

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

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

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

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

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

If to County: **The County of Hidalgo**
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Company **VSL TECH, INC. D/B/A**
Video Sound & Lights
Attn: Valentin Cardenas, President
3716 S. US. Hwy. 281
Edinburg, Texas 78539

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the

contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

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

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

WITNESS our hands in duplicate originals this_____ day of _____, 2011.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY: VSL TECH, INC. D/B/A VIDEO SOUND & LIGHT

By:_____

Printed Name:_____

Title:_____

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

By:_____
Stephen L. Crain

APPROVED BY COMMISSIONES COURT:_____

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

October 24, 2011

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE AND HIDTA TASK FORCE**
Request for Bids- **-"REPAIRS, REMOVAL & INSTALLATION OF EMERGENCY EQUIPMENT, RADIOS and OTHER MISCELLANEOUS EQUIPMENT**
Bid No: 2011-229-11-09-SMA

Dear Prospective Bidder:

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/sma
Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE AND HIDTA TASK FORCE
"Repairs, Removal and Installation of EMERGENCY EQUIPMENT, RADIOS and OTHER MISCELLANEOUS EQUIPMENT
Bid No.: 2011-229-11-09-SMA

1. **Request for Bid Letter consists of __1__ page.**
2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
3. **Exhibit "A"- Specifications/Requirements, consisting of __9__pages.**
4. **Exhibit "B" Bid Form, consisting of__5__pages.**
5. **Exhibit "C" Insurance Requirements, consisting of ___4___ pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of _1___ pages.**
7. **Vendor/Bidder Application and W-9 form consisting of __6___ pages.**
8. **Certification Regarding Debarment, consisting of_1_ pages.**
9. **Draft Service Contract, consisting of ____8___ pages.**

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

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

October 24, 2011
Date

Bid No: 2011-229-11-09-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626

REQUEST FOR BIDS

Hidalgo County District Attorney's Office & HIDTA Task Force

"REPAIR, INSTALLATION & REMOVAL of Emergency Equipment, Radios and Other Misc. Equipment"

BID OPENING DATE: November 09, 2011

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 281 - New Administration Building
Edinburg, Texas 78539

1) Sealed bids will be received for "**Hidalgo County District Attorney's Office & HIDTA Task Force-*REPAIR, INSTALLATION & REMOVAL of Emergency Equipment, Radios, and Other Misc. Equipment***" in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2) **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2011-229-11-09-SMA-"Hidalgo County District Attorney's Office & HIDTA Task Force-*REPAIR, INSTALLATION & REMOVAL of Emergency Equipment, Radios and Other Misc. Equipment"*** and in County's Purchasing Department, 2802 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, November 09, 2011.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2011-29-11-09-SMA-"Hidalgo County District Attorney's Office & HIDTA Task Force-*REPAIR, INSTALLATION & REMOVAL of Emergency Equipment, Radios and Other Misc. Equipment".*

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

3) Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4) The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

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

6) Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their

bid including catalogue numbers and any necessary references.

7) No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

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

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

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

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

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

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

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

15) **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

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

16) **BILLING AND PAYMENT INSTRUCTIONS**:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order and Contract Number (if any)
  d) Notation Descriptive-"**Hidalgo County District Attorney's Office & HIDTA Task Force-*REPAIR, INSTALLATION & REMOVAL of Emergency Equipment,***

Radios and Other Misc. Equipment" 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, Auditor
Hidalgo County Auditor's Office
2808 South Business Hwy 281
Edinburg, Texas 78539
ATTN.: Accounts Payable
(956) 318-2511

17) **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	**November 09,2011**
Award of Contract	_____ 2011
Commence Work or Deliver Products	_____, 2011

18) **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT** (if applicable):

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

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

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

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

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

19) **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or

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

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

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

20) **DISCLOSURE OF CONFLICT OF INTEREST**

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

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

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

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

23) Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

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

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

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

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

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

27) Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or

trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

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

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

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

Bid
for
Hidalgo County District Attorney's Office & HIDTA Task Force
REPAIR, INSTALLATION & REMOVAL of Emergency Equipment, Radio and Other Misc. Equipment

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 – New Administration Building
Edinburg, Texas 78539

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

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

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

Specifications/Requirements
HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE AND HIDTA TASK FORCE
"REPAIR, INSTALLATION & REMOVAL of Emergency Equipment, Radios and Other Misc. Equipment"
Bid No.: 2011-229-11-09-SMA

PROJECT OVERVIEW:

Hidalgo County is seeking to contract with qualified bidders to conduct all "*REPAIRS, INSTALLATION & REMOVAL* of Emergency Equipment, Radios & Other Misc. Equipment" on an **as needed basis**.

SPECIFICATIONS, TERMS and CONDITIONS:

1. The bid contract will be for," *REPAIRS, INSTALLATION & REMOVAL* of Emergency Equipment, Radios and other Misc. Equipment" that is currently installed in, or will be installed on County vehicles. This repair bid contract will not include repairs to base radio consoles, tower site repeaters or equipment, portable radios or specialty surveillance equipment.

2. The contract shall be for a period of one (1) year with the County's option to extend for an additional two (2) one year terms under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for new contract term.

3. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered or (c) terminated by County with thirty days written notice prior to cancellation.

4. Vendors submitting bid should be currently performing removals and installations for other law enforcement and emergency response agencies.

5. Vendors submitting bid require working knowledge of *REPAIRS, INSTALLATION & REMOVAL* of Emergency Equipment, Radios & Other Misc. Equipment" .

6. Vendors submitting bid will be able to refurbish and/or repair any and all non-working overhead lightbars, radios, sirens, and miscellaneous equipment unless equipment is beyond repair.

7. Vendor submitting bid must be able to complete a vehicle installation in two working days and a removal in one working day.

8. Vendor must be able to work on multiple vehicles at one time.

9. Vendors submitting bid will have the proposed facility insured for loss's resulting in theft, fire, employee negligence or hazardous weather condition.

10. Vendor must possess insurance (as stated in Exhibit "C") to cover Hidalgo County property including but not limited to vehicles, equipment, etc.

11. Vendors submitting bid must have a service facility to be able to complete work specified located in Hidalgo County and have ample space to store property being removed and/or installed and the ability to tract and document the storage of property.

12. Vendor(s) submitting bid will have the proposed facility insured for damages, losses resulting in

theft, fire, employee negligence or hazardous weather conditions. (Garage Keepers Insurance)

13. Vendor must have an area to keep vehicles secured for overnight and weekends.

14. Vendor must guarantee minimum of ninety (90) days for work performed.

15. **Vendors must be able to come and conduct repairs, removals and installations at any of the department's location on an emergency basis**. Vendor must include this cost within this bid.

16. Vendor must be able to pickup and/or deliver vehicles to and from any Hidalgo County department upon request and only when necessary.

17. All prices for *Repairs, Removals & Installations* shall include consideration for time and labor.

18. Equipment used can change on a day-to-day basis depending on new product lines available. The enclosed list does not limit the scope of repairs to those items only. The repairs will be for anything installed or assigned to a County unit, both marked and unmarked, that is considered emergency equipment. Other Miscellaneous equipment includes flashlight chargers, additional power sources, shotgun racks and vehicle floor mounting brackets.

19. Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification

20. **MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:**
Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all

orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

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

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

QUALIFICATIONS

1) Vendor shall have been in business (in this field) for a minimum of three (3) years.

2) Vendor must have a service facility within Hidalgo County where all work will be performed.

3) A list of a minimum of four (4) current references/contracts for any state, local political subdivision, private sector or any other law enforcement/emergency agency must be submitted with your bid for qualification. Information should include, but not limited to the following:

   a) Company
   b) Contact Person
   c) Phone Number

d) Work Performed
e) Contract Term

4) Vendor must have appropriate insurance to operate our vehicles. Vendor must comply and submit all insurances as specified in Exhibit "C".

PART I- REPAIRS

Repairs on Law Enforcement *Emergency Equipment, Mobile Radio and Other Miscellaneous Equipment* installed in Hidalgo County District Attorney's Office and HIDTA Task Force vehicles.

The bid contract would be for law enforcement Emergency Equipment, Mobile Radio and Other Miscellaneous Equipment that are currently installed in, or will be installed in Hidalgo County District Attorney's Office and HIDTA Task Force vehicles only. This repair bid contract will not include repairs to base radio consoles, tower site repeaters or equipment, portable radios, or specialty surveillance equipment.

Hidalgo County District Attorney's Office and HIDTA Task Force has installed in its vehicles the following equipment:

RADIOS:	LIGHTBARS:	OTHER:
Motorola Syntor (X, 9000, etc.)	Code 3 Excalibar Package	Sho-Me Grille Lights
Motorola Maxtrac	Whelen Eddge 9004 SL	Whelen Strobes
Johnson Line Radios	Federal Signal Corp Aero Dynic	Code Three
EF Johnson/Johnson Line	Federal Signal Corp Street Hawk	Motorola Antennas for Radios
Vertex Line Radios	Federal Signal Jet Sonic	Galls Wig Wag Flashers
Motorola Radias Line Radios (GM 300, M 120, M 1225 etc.)	Federal Signal Jet Stream	Galls Strobe Power Supplies
Jensen Line Radios	Code 3 MX 7000	Push Bumpers
Midland Line Radios		
SP-130 Scanning Radio		
QPA-Dual Slot Charger		

PART II- REMOVAL

Removal of Law Enforcement Emergency Equipment, Mobile Radios and Other Miscellaneous Equipment installed in Hidalgo County District Attorney's & HIDTA Task Force vehicles

- *RADIOS*:
  Our departments use a variety of radios. Some radios are easier to remove compared to the others. Below is a list of the radios currently installed in our County units. The interested vendor must give the price per radio and all radios must include the power cables and interfaces.

TYPE OF RADIOS:
1. Motorola Syntor (X, 9000, etc.)
2. Motorola Maxtrac
3. Johnson Line Radios
4. EF Johnson/Johnson Line

5. Vertex Line Radios
6. Motorola Radias Line Radios (GM 300, m 120, M 1225 etc.)
7. Jensen Line Radios
8. Midland Line Radios
9. SP-130 Scanning Radio
10. QPA-Dual Slot Charger

- *ANTENNAS:* (to include disguise antennas)

- *SIRENS:*
  Below is a list of the sirens used. The interested vendor must give the removal price per type. All siren removals must include the power cables and interfaces.

  1. Galls Street Thunder 100 Wt.
  2. Code 3 Z100 Economy Weight

- *LIGHTBAR and OTHER MISC. EQUIP:*
  (to include power cable and control panels)

1) Cellular Phone Complete
2) Cellular Phone Holder
3) Center Console
4) Computer
5) Cut Off Stop Lights
6) Cut Off Stop & Backup Lights
7) Dash Light
8) Dash Lights: (Either Mounted On Dash Or Roof Area Near Sun Visor)
9) Directional Control
10) Disguise Interior Mount Siren
11) Dock station
12) Equipment Console
13) Extra outlets (cig. lighter type)
14) Fire Extinguisher
15) Flashlight Charger
16) Fuse Panel
17) Grille Lights: (Halogen, Led or Strobe)
18) Halogen Grill Lights
19) Halogen Light **Inserts By Pairs Front Or Back**
20) Halogen Lights inserts by Pair
21) Halogen Rear Deck Lights
22) Interior Mount Radio
23) Interior Mounted Directional Light Bars
24) Kill Switch
25) Light Bar
26) Light bar with Interface box (Motorola switch box)

27) Prisoner Cage
28) Push Bumpers
29) Radar System Dual Antenna
30) Radar System Single Antenna
31) Radio Antenna
32) Radio Antenna Disguise
33) Radio Speaker
34) Rear Deck Lights: (Halogen, Led Or Strobe)
35) Rear Mount Radio
36) Rear Mount Radio Cover
37) Rear Mount Siren
38) Rear Wig-wag
39) Shotgun Rack Floor Mount
40) Shotgun Rack Overhead Mount
41) Shotgun/ Rifle Rack (Floor or Ceiling Mounted)
42) Shotgun/ Rifle Rack (Trunk Lid Mounted Non-Electrical)
43) Siren
44) Siren Speaker Disguise
45) Siren Speaker Push Bar
46) Stripe Kit
47) Strobe Grill Lights
48) Strobe Lights Inserts by Pair
49) Strobe or Led Light **Inserts By Pairs, Front Or Back**
50) Strobe Power Supplies
51) Strobe Rear Deck Lights
52) Surface LED lights
53) Switch Panel
54) Trunk Lid Shotgun Rack
55) Video System
56) Wig-Wag Flasher
57) Wig-Wag
58) winguard

PART III- INSTALLATION

Installation of Law Enforcement Emergency Equipment, Mobile Radios and Other Miscellaneous Equipment in Hidalgo County District Attorney's Office and HIDTA Task Force Vehicles.

- *RADIO:*
  Our departments use a variety of radios. Some radios are easier to install compared to the others. The interested vendor must give the price per radio and all radios must include the power cables and interfaces.

TYPE OF RADIOS:
1. Motorola Syntor (X, 9000, etc.)
2. Motorola Maxtrac
3. Johnson Line Radios
4. EF Johnson/Johnson Line
5. Vertex Line Radios
6. Motorola Radias Line Radios (GM 300, M 120, M 1225 etc.)
7. Jensen Line Radios
8. Midland Line Radios
9. SP-130 Scanning Radio
10. QPA-1125 Dual Slot Charger

- *ANTENNAS:* (to include disguise antennas)

- *SIRENS:*
  Below is a list of the sirens used. The interested vendor must give the installation price per type. All siren removals must include the power cables, interface with radio, siren speaker, and intersection horn)

  1. Galls Street Thunder 100 Wt.
  2. Code 3 Z100 Economy Weight

  - **Siren Speakers Push Bar Mounted**
  - **Siren Speakers Concealed Mounted**

- *LIGHTBAR and OTHER MISC. EQUIP*
  To include interface cables to console and include the installation and interface with switch panels.

1) carflo
2) Cellular Phone Complete
3) Cellular Phone holder
4) Center Console
5) **Code 3 Excalibar Package** (with interface box and switch)
6) Computer
7) Computer Antenna
8) Cut Off Stop & Backup Lights
9) Dash Lights
10) **Dash Lights** (to include strobe, halogen or LED, either mounted on dash or roof area near sun visor to include interface with switch panel)
11) **Directional Lightbar** (Federal Signal, Code Three)
12) Disguise Interior Mount Siren

13) Dual Antenna Radar System
14) Extra Outlets (cig. lighter type)
15) **Federal Signal Jet Sonic**
16) **Federal Signal Jet Stream**
17) Fire Extinguisher
18) Flash Light Charger
19) Full Feature Siren
20) **Fuse Panel**
21) Halogen Grill Lights
22) Halogen Lights inserts by Pair
23) **Halogen or LED Grill Lights** (to include flasher and interface with the switch panel)
24) **Halogen or LED Light Inserts by Pairs Front or Back** (to include flasher and interface with switch panel)
25) **Halogen or LED Rear Deck Lights** (to include flasher and interface with the switch panel)
26) Halogen Rear Deck Lights
27) Interface Box
28) Interior Mount Radio
29) Kill Switch
30) LED
31) Led Lights Mirror Mount
32) Led Lights surface mount
33) Light bar with Interface box (Motorola Switch Box)
34) Lightbar
35) Miscellaneous (Split Loom, Cable, Connectors, Screws, etc.)
36) Power Point
37) Prisoner Cage
38) **Prisoner Cages** (to include lower extension and side panels)
39) Push Bumper
40) Radar System Single Antenna
41) Radio Antenna
42) Radio Antenna Disguise
43) Radio Modem
44) Rear end flasher
45) Rear Mount Radio
46) Rear Mount Radio Cover
47) Rear Wig-wag
48) Reconnect interface siren with switch box
49) Shotgun Rack Floor Mount
50) Shotgun Rack Overhead Mount
51) **Shotgun/ Rifle Rack Floor Mount** (interface with the switch panel and lock timers available)
52) **Shotgun/ Rifle Rack Overhead Mount** (interface with the switch panel and lock timers if available)
53) **Shotgun/ Rifle Rack Trunk Lid Mount** (non-electrical)
54) Siren Speaker

55) Siren Speaker Push Bar
56) Stripe Kit
57) **Strobe Grill Lights** (to include interface with strobe power supply)
58) **Strobe Light Inserts by Pairs, Front or Back** (to include interface with the strobe power supply)
59) Strobe Lights inserts by Pair
60) Strobe Power Supply
61) Strobe Rear Deck Lights
62) **Strobe Rear Deck Lights** (to include interface with strobe power supply)
63) SURFACE LED LIGHTS
64) surface LED lights by pair
65) switch
66) Switch Panel
67) Trunk Lid Shotgun Rack
68) Video System
69) **Whelen Edge 9004 SL** (with interface box and switch)
70) Wig-Wags
71) **Wig-Way Flasher** (to include interface with switch panel)

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

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO sandra.montalvo@co.hidalgo.tx.us by NO LATER THAN WEDNESDAY, November 02, 2011 BY 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no **later than FRIDAY, November 04, 2011 BY 5:00 P.M.**

EXHIBIT "B"

Bid Page

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE AND HIDTA TASK FORCE

"REPAIR, INSTALLATION & REMOVAL of Emergency Equipment, Radios and Other Misc. Equipment"

Bid No.: 2011-229-11-09-SMA

PART I- REPAIRS

The **REPAIR** contract should be for a hourly / time repair rate with mark up rate for parts.

Normal Business Hours:	Technician: $
After Hours, Weekends & Holidays:	Technician: $

Mark Up Rate for _____%

Please List all warranties:

PART II- REMOVAL

Description of Removal	*PRICE*
1) Cellular Phone Complete	$
2) Cellular Phone Holder	$
3) Center Console	$
4) Computer	$
5) Cut Off Stop Lights	$
6) Cut Off Stop & Backup Lights	$
7) Dash Light	$
8) Dash Lights: (Either Mounted On Dash Or Roof Area Near Sun Visor)	$
9) Directional Control	$
10) Disguise Interior Mount Siren	$
11) Dock station	$
12) Equipment Console	$
13) Extra outlets (cig. lighter type)	$
14) Fire Extinguisher	$
15) Flashlight Charger	$
16) Fuse Panel	$
17) Grille Lights: (Halogen, Led or Strobe)	$
18) Halogen Grill Lights	$
19) Halogen Light **Inserts By Pairs Front Or Back**	$
20) Halogen Lights inserts by Pair	$
21) Halogen Rear Deck Lights	$
22) Interior Mount Radio	$
23) Interior Mounted Directional Light Bars	$
24) Kill Switch	$
25) Light Bar	$
26) Light bar with Interface box (Motorola switch box)	$
27) Prisoner Cage	$
28) Push Bumpers	$
29) Radar System Dual Antenna	$

30) Radar System Single Antenna	$
31) Radio Antenna	$
32) Radio Antenna Disguise	$
33) Radio Speaker	$
34) Rear Deck Lights: (Halogen, Led Or Strobe)	$
35) Rear Mount Radio	$
36) Rear Mount Radio Cover	$
37) Rear Mount Siren	$
38) Rear Wig-wag	$
39) Shotgun Rack Floor Mount	$
40) Shotgun Rack Overhead Mount	$
41) Shotgun/ Rifle Rack (Floor or Ceiling Mounted)	$
42) Shotgun/ Rifle Rack (Trunk Lid Mounted Non-Electrical)	$
43) Siren	$
44) Siren Speaker Disguise	$
45) Siren Speaker Push Bar	$
46) Stripe Kit	$
47) Strobe Grill Lights	$
48) Strobe Lights Inserts by Pair	$
49) Strobe or Led Light **Inserts By Pairs, Front Or Back**	$
50) Strobe Power Supplies	$
51) Strobe Rear Deck Lights	$
52) Surface LED lights	$
53) Switch Panel	$
54) Trunk Lid Shotgun Rack	$
55) Video System	$
56) Wig-Wag Flasher	$
57) Wig-Wag	$
58) winguard	$

PART III- INSTALLATION

Description of Installation	*Price*
1) carflo	$
2) Cellular Phone Complete	$
3) Cellular Phone holder	$
4) Center Console	$
5) **Code 3 Excalibar Package** (with interface box and switch)	$
6) Computer	$
7) Computer Antenna	$
8) Cut Off Stop & Backup Lights	$
9) Dash Lights	$
10) **Dash Lights** (to include strobe, halogen or LED, either mounted on dash or roof area near sun visor to include interface with switch panel)	$
11) **Directional Lightbar** (Federal Signal, Code Three)	$
12) Disguise Interior Mount Siren	$

EXHIBIT "B"

Bid Page

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE AND HIDTA TASK FORCE

"REPAIR, INSTALLATION & REMOVAL of Emergency Equipment, Radios and Other Misc. Equipment"

Bid No.: 2011-229-11-09-SMA

13) Dual Antenna Radar System	$
14) Extra Outlets (cig. lighter type)	$
15) **Federal Signal Jet Sonic**	$
16) **Federal Signal Jet Stream**	$
17) Fire Extinguisher	$
18) Flash Light Charger	$
19) Full Feature Siren	$
20) **Fuse Panel**	$
21) Halogen Grill Lights	$
22) Halogen Lights inserts by Pair	$
23) **Halogen or LED Grill Lights** (to include flasher and interface with the switch panel)	$
24) **Halogen or LED Light Inserts by Pairs Front or Back** (to include flasher and interface with switch panel)	$
25) **Halogen or LED Rear Deck Lights** (to include flasher and interface with the switch panel)	$
26) Halogen Rear Deck Lights	$
27) Interface Box	$
28) Interface Siren with switch box	$
29) Interior Mount Radio	$
30) Kill Switch	$
31) LED	$
32) Led Lights Mirror Mount	$
33) Led Lights surface mount	$
34) Light bar with Interface box (Motorola Switch Box)	$
35) Lightbar	$
36) Miscellaneous (Split Loom, Cable, Connectors, Screws, etc.)	$
37) Power Point	$
38) Prisoner Cage	$
39) **Prisoner Cages** (to include lower extension and side panels)	$
40) Push Bumper	$
41) Radar System Single Antenna	$
42) Radio Antenna	$
43) Radio Antenna Disguise	$
44) Radio Modem	$
45) Rear end flasher	$
46) Rear Mount Radio	$
47) Rear Mount Radio Cover	$
48) Rear Mount Siren	$
49) Rear Wig-wag	$
50) Reconnect interface siren with switch box	$
51) Shotgun Rack Floor Mount	$
52) Shotgun Rack Overhead Mount	$
53) **Shotgun/ Rifle Rack Floor Mount** (interface with the switch panel and lock timers available)	$
54) **Shotgun/ Rifle Rack Overhead Mount** (interface with the switch panel and lock timers if available)	$
55) **Shotgun/ Rifle Rack Trunk Lid Mount** (non-electrical)	$
56) Siren Speaker	$

EXHIBIT "B"

Bid Page

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE AND HIDTA TASK FORCE

"REPAIR, INSTALLATION & REMOVAL of Emergency Equipment, Radios and Other Misc. Equipment"

Bid No.: 2011-229-11-09-SMA

57) Siren Speaker Push Bar	$
58) Stripe Kit	$
59) **Strobe Grill Lights** (to include interface with strobe power supply)	$
60) **Strobe Light Inserts by Pairs, Front or Back** (to include interface with the strobe power supply)	$
61) Strobe Lights inserts by Pair	$
62) Strobe Power Supply	$
63) Strobe Rear Deck Lights	$
64) **Strobe Rear Deck Lights** (to include interface with strobe power supply)	$
65) SURFACE LED LIGHTS	$
66) surface LED lights by pair	$
67) switch	$
68) Switch Panel	$
69) Trunk Lid Shotgun Rack	$
70) Video System	$
71) **Whelen Edge 9004 SL** (with interface box and switch)	$
72) Wig-Wags	$
73) **Wig-Way Flasher** (to include interface with switch panel)	$

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

Insurance Requirements

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.. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as **additional insured** and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 03/11/11

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)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU- ☐ OTHER TORY LIMITS	
					E L EACH ACCIDENT	$
					E L DISEASE-EA EMPLOYEE	$
					E L DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County 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.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No._____ (Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:_____Disadvantaged Business (At Least 51% Ownership)**
_Less than 125,000 annual gross receipt **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 Servic (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The progra strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendor Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considere as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and val certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: **Yes** **No**

If yes, by whom?: **Texas Building & Procurement Commission** **Other**_____

Indicate Certification No(s).:_____ **or Are Certificate(s) Attached?:** **Yes** **No**

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
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/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

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 the "Name" line 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

			–		–				

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. citizen or other U.S. person (defined below).

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 ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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.

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. 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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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 payee 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 a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt 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 3 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 for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

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/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity 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.

The following payees are exempt from backup withholding:

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 following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, 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-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, 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.ssa.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 Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting 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. Entering "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 item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee [1] The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[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 "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the 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 for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-11-229

THIS CONTRACT is made and entered into this ____ Day of _____, **2011** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____Company").

WHEREAS, Company responded to advertised notices for bids for **"Repair, Installation & Removal Of Emergency Equipment, Radios & Other Misc. Equipment"** the ("Services"); and

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

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

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

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

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otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective _____, **2011** and ending on _____, **2012.** Hidalgo County at its sole discretion elect the option to extend the contract for two (2)-one (1) year terms, at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services

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and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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

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

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

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

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

DRAFT

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

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

If to County: **The County of Hidalgo**
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Company _____
_____
_____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

DRAFT

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

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

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

WITNESS our hands in duplicate originals this_____ day of _____, 2011.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

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

By:_____
Stephen L. Crain

APPROVED BY COMMISSIONES COURT:_____

DRAFT

EXHIBIT "B"
VENDOR'S BID

EXHIBIT "B"

Bid Page

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE AND HIDTA TASK FORCE

"REPAIR, INSTALLATION & REMOVAL of Emergency Equipment, Radios and Other Misc. Equipment"

Bid No.: 2011-229-11-09-SMA

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: VSL INC.

ADDRESS: 3716 S. US Hwy 281

CITY/STATE/ZIP CODE: Edinburg TX 78539.

PHONE & FAX NO'S: 956 383 6852 FAX 956 380 1513.

CELLULAR NO: 9562396855

E-MAIL ADDRESS: VSLINC@AOL.COM

AUTHORIZED SIGNATURE:

PRINTED NAME: VALENTIN CARDENAS

TITLE V. PRESIDENT.

EXHIBIT "B"

Bid Page

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE AND HIDTA TASK FORCE

"REPAIR, INSTALLATION & REMOVAL of Emergency Equipment, Radios and Other Misc. Equipment"

Bid No.: 2011-229-11-09-SMA

PART I- REPAIRS

The **REPAIR** contract should be for a hourly / time repair rate with mark up rate for parts.

Normal Business Hours:	Technician: $ 27.00
After Hours, Weekends & Holidays:	Technician: $ 27.00

Mark Up Rate for PARTS 10 %

Please List all warranties:

*2 year Installation (Labor) of New Equipment
* Manufacturer warranty on parts.
* 1 year on Repairs.

PART II- REMOVAL

Description of Removal	*PRICE*
1) Cellular Phone Complete	$ 1.00
2) Cellular Phone Holder	$ 1.00
3) Center Console	$ 1.00
4) Computer	$ 1.00
5) Cut Off Stop Lights	$ 10.00
6) Cut Off Stop & Backup Lights	$ 10.00
7) Dash Light	$ 6.00
8) Dash Lights: (Either Mounted On Dash Or Roof Area Near Sun Visor)	$ 6.00
9) Directional Control	$ 5.00
10) Disguise Interior Mount Siren	$ 15.00
11) Dock station	$ 15.00
12) Equipment Console	$ 5.00
13) Extra outlets (cig. lighter type)	$ 5.00
14) Fire Extinguisher	$ 1.00
15) Flashlight Charger	$ 1.00
16) Fuse Panel	$ 5.00
17) Grille Lights: (Halogen, Led or Strobe)	$ 5.00
18) Halogen Grill Lights	$ 1.00
19) Halogen Light **Inserts By Pairs Front Or Back**	$ .10
20) Halogen Lights inserts by Pair	$ .10
21) Halogen Rear Deck Lights	$ .10
22) Interior Mount Radio	$ 10.00
23) Interior Mounted Directional Light Bars	$ 5.00
24) Kill Switch	$ 10.00
25) Light Bar	$ 5.00
26) Light bar with Interface box (Motorola switch box)	$ 1.00
27) Prisoner Cage	$ 5.00
28) Push Bumpers	$ 10.00
29) Radar System Dual Antenna	$ 1.00

OPENED
9:51
11/09/11
Witnessed

EXHIBIT "B"

Bid Page

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE AND HIDTA TASK FORCE

"REPAIR, INSTALLATION & REMOVAL of Emergency Equipment, Radios and Other Misc. Equipment"

Bid No.: 2011-229-11-09-SMA

30) Radar System Single Antenna	$ 1.00
31) Radio Antenna	$ 5.00
32) Radio Antenna Disguise	$ 35.00
33) Radio Speaker	$ 15.00
34) Rear Deck Lights: (Halogen, Led Or Strobe)	$ 5.00
35) Rear Mount Radio	$ 35.00
36) Rear Mount Radio Cover	$ 5.00
37) Rear Mount Siren	$ 35.00
38) Rear Wig-wag	$ 10.00
39) Shotgun Rack Floor Mount	$ 5.00
40) Shotgun Rack Overhead Mount	$ 5.00
41) Shotgun/ Rifle Rack (Floor or Ceiling Mounted)	$ 5.00
42) Shotgun/ Rifle Rack (Trunk Lid Mounted Non-Electrical)	$ 5.00
43) Siren	$ 25.00
44) Siren Speaker Disguise	$ 5.=
45) Siren Speaker Push Bar	$ 5.=
46) Stripe Kit	$ 85.00
47) Strobe Grill Lights	$ 5.=
48) Strobe Lights Inserts by Pair	$ 5.=
49) Strobe or Led Light **Inserts By Pairs, Front Or Back**	$ 15.=
50) Strobe Power Supplies	$ 5=
51) Strobe Rear Deck Lights	$ 5.=
52) Surface LED lights	$ 15.=
53) Switch Panel	$ 25.=
54) Trunk Lid Shotgun Rack	$ 5.=
55) Video System	$ 45.=
56) Wig-Wag Flasher	$ 10.=
57) Wig-Wag	$ 1.=
58) winguard	$ 1.=

OPENED
9:51
11/09/11
Witnessed

PART III- INSTALLATION

Description of Installation	*Price*
1) carflo	$ 10.00
2) Cellular Phone Complete	$ 40.00
3) Cellular Phone holder	$ 10.=
4) Center Console	$ 25.=
5) **Code 3 Excalibar Package** (with interface box and switch)	$ 1.00
6) Computer	$ 45.=
7) Computer Antenna	$ 15.=
8) Cut Off, Stop & Backup Lights	$ 75.=
9) Dash Lights	$ 25.=
10) **Dash Lights** (to include strobe, halogen or LED, either mounted on dash or roof area near sun visor to include interface with switch panel)	$ 25.=
11) **Directional Lightbar** (Federal Signal, Code Three)	$ 25.=
12) Disguise Interior Mount Siren	$ 30.=

EXHIBIT "B"

Bid Page

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE AND HIDTA TASK FORCE

"REPAIR, INSTALLATION & REMOVAL of Emergency Equipment, Radios and Other Misc. Equipment"

Bid No.: 2011-229-11-09-SMA

13) Dual Antenna Radar System	$ 5.00
14) Extra Outlets (cig. lighter type)	$ 20.00
15) **Federal Signal Jet Sonic**	$ 1.00
16) **Federal Signal Jet Stream**	$ 1.00
17) Fire Extinguisher	$ 10.00
18) Flash Light Charger	$ 10.00
19) Full Feature Siren	$ 35.00
20) **Fuse Panel**	$ 35.00
21) Halogen Grill Lights	$ 5.00
22) Halogen Lights inserts by Pair	$ 1.00
23) **Halogen or LED Grill Lights** (to include flasher and interface with the switch panel)	$ 30.00
24) **Halogen or LED Light Inserts by Pairs Front or Back** (to include flasher and interface with switch panel)	$ 30.00
25) **Halogen or LED Rear Deck Lights** (to include flasher and interface with the switch panel)	$ 30.00
26) Halogen Rear Deck Lights	$ 1.00
27) Interface Box	$ 1.00
28) Interface Siren with switch box	$ 1.00
29) Interior Mount Radio	$ 40.00
30) Kill Switch	$ 85.00
31) LED	$ 25.00
32) Led Lights Mirror Mount	$ 35.=
33) Led Lights surface mount	$ 35.=
34) Light bar with Interface box (Motorola Switch Box)	$ 1.=
35) Lightbar	$ 70.=
36) Miscellaneous (Split Loom, Cable, Connectors, Screws, etc.)	$ 29.=
37) Power Point	$ 1.=
38) Prisoner Cage	$ 10.=
39) **Prisoner Cages** (to include lower extension and side panels)	$ 45.=
40) Push Bumper	$ 45.=
41) Radar System Single Antenna	$ 5.=
42) Radio Antenna	$ 25.=
43) Radio Antenna Disguise	$ 60.=
44) Radio Modem	$ 1.=
45) Rear end flasher	$ 10.=
46) Rear Mount Radio	$ 75.=
47) Rear Mount Radio Cover	$ 1.=
48) Rear Mount Siren	$ 45.=
49) Rear Wig-wag	$ 20.=
50) Reconnect interface siren with switch box	$ 1.=
51) Shotgun Rack Floor Mount	$ 1.=
52) Shotgun Rack Overhead Mount	$ 1.=
53) **Shotgun/ Rifle Rack Floor Mount** (interface with the switch panel and lock timers available)	$ 1.=
54) **Shotgun/ Rifle Rack Overhead Mount** (interface with the switch panel and lock timers if available)	$ 65.=
55) **Shotgun/ Rifle Rack Trunk Lid Mount** (non-electrical)	$ 1.=
56) Siren Speaker	$ 30.=

OPENED
9:51
11/09/11
Witnessed

EXHIBIT "B"

Bid Page

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE AND HIDTA TASK FORCE

"REPAIR, INSTALLATION & REMOVAL of Emergency Equipment, Radios and Other Misc. Equipment".

Bid No.: 2011-229-11-09-SMA

57) Siren Speaker Push Bar	$ 10 =
58) Stripe Kit	$ 65 =
59) **Strobe Grill Lights** (to include interface with strobe power supply)	$ 5 =
60) **Strobe Light Inserts by Pairs, Front or Back** (to include interface with the strobe power supply)	$ 5 =
61) Strobe Lights inserts by Pair	$ 5 =
62) Strobe Power Supply	$ 5 =
63) Strobe Rear Deck Lights	$ 5 =
64) **Strobe Rear Deck Lights** (to include interface with strobe power supply)	$ 5 =
65) SURFACE LED LIGHTS	$ 30 =
66) surface LED lights by pair	$ 60 =
67) switch	$ 25 =
68) Switch Panel	$ 45 =
69) Trunk Lid Shotgun Rack	$ 5 =
70) Video System	$ 95 =
71) **Whelen Edge 9004 SL** (with interface box and switch)	$ 1 =
72) Wig-Wags	$ 30 =
73) **Wig-Way Flasher** (to include interface with switch panel)	$ 5 =

OPENED
9:51
11/09/11
Witnessed

EXHIBIT "C"
INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/06/2011

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

CENTRAL INSURANCE AGENCY, INC.
PO BOX 15427
AUSTIN, TX 78761-5427
512-451-6551

CONTACT NAME:
PHONE (A/C, No, Ext): | **FAX (A/C, No):**
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : WESTERN HERITAGE INS. CO.	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

VIDEO, SOUND & LIGHT, INC. VIDEO, SOUND & LIGHTS
3716 S. US HWY 281
Edinburg, TX 78539

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			SCP0856212	6/16/2011	6/16/2012	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	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)	$
								$
								$
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DEDUCTIBLE [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael R. Berg

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/13/2011

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).

SEP 15 201

PRODUCER Central Insurance Agency 6000 N. Lamar Blvd Austin TX 78752	CONTACT NAME: Theresa Mazur, CIC, ACSR PHONE (A/C, No, Ext): (512) 451-6551 FAX (A/C, No): (512) 454-0183 E-MAIL ADDRESS: tmazur@centralins.com PRODUCER CUSTOMER ID #: 00030765
INSURED VSL, INC. VIDEO, SOUND AND 3716 S. US. HWY 281 EDINBURG TX 78539	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Progressive County Mutual — 29203 INSURER B: Texas Mutual Insurance Company — 055 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 2010-2011 auto & WC 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	
	GENERAL LIABILITY							
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
	ANY AUTO							
A	ALL OWNED AUTOS			06117138-3	12/20/2010	12/20/2011	BODILY INJURY (Per person)	$
	X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident)	$
	NON-OWNED AUTOS							
							ROAD	$
							Uninsured motorist property	$ 500,000
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A		SBP-0001186743 20101221	12/21/2010	12/21/2011	E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hildago County
3804 S. US Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Scott Raper/CIA13

ACORD 25 (2009/09)
INS025 (2009/08)

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Evangelina Garcia

From: Josephine L. Ramirez [josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Tuesday, December 06, 2011 3:45 PM
To: 'Evangelina Garcia'
Subject: RE: Contract-Repair, Installation & Removal Of Emergency Equipment, Radios & Misc. Equipment

I have reviewed and approved of the proposed contract. Isn't this the same vendor we had the issue with on the certifications?

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

Rated by Super Lawyers

****

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****

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Monday, December 05, 2011 1:35 PM
To: josephine.ramirez@co.hidalgo.tx.us
Subject: FW: Contract-Repair, Installation & Removal Of Emergency Equipment, Radios & Misc. Equipment
Importance: High

Hi Josie,
Attached for legal review as to form of document is the contract in connection to the above referenced project and as per Marty's request (see the following correspondence).

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building

AI-30036 **18. D.**

CC REGULAR

Meeting Date: 12/12/2011

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Zelinda Mata

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/07/2011 10:33 AM
Purchasing Department	Monica Badillo	12/09/2011 08:55 AM

Form Started By: Aida Alvarez Started On: 12/07/2011 08:42 AM

Final Approval Date: 12/09/2011

AI-30040 **18. E.**

CC REGULAR

Meeting Date: 12/12/2011

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Magic Valley Electric Cooperative, Inc.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/07/2011 10:35 AM
Purchasing Department	Monica Badillo	12/09/2011 08:55 AM

Form Started By: Aida Alvarez Started On: 12/07/2011 08:50 AM

Final Approval Date: 12/09/2011

AI-30042 **18. F.**

CC REGULAR

Meeting Date: 12/12/2011

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Enterprise Rent-A-Car

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/07/2011 10:35 AM
Purchasing Department	Monica Badillo	12/09/2011 08:55 AM

Form Started By: Aida Alvarez Started On: 12/07/2011 08:54 AM

Final Approval Date: 12/09/2011

AI-30076 **18. G.**

CC REGULAR

Meeting Date: 12/12/2011

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Cause No. CL-09-0231-D; Noe Ramos v. County of Hidalgo; In the County Court at Law No. 4 of Hidalgo County, Texas

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/08/2011 11:35 AM
Purchasing Department	Monica Badillo	12/09/2011 08:55 AM

Form Started By: Angela Garcia Started On: 12/08/2011 11:28 AM

Final Approval Date: 12/09/2011

AI-30038 **19. D.**

CC REGULAR

Meeting Date: 12/12/2011

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Zelinda Mata

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/07/2011 10:34 AM
Purchasing Department	Monica Badillo	12/09/2011 08:55 AM

Form Started By: Aida Alvarez Started On: 12/07/2011 08:44 AM

Final Approval Date: 12/09/2011

AI-30041 **19. E.**

CC REGULAR

Meeting Date: 12/12/2011

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Magic Valley Electric Cooperative, Inc.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/07/2011 10:35 AM
Purchasing Department	Monica Badillo	12/09/2011 08:55 AM

Form Started By: Aida Alvarez Started On: 12/07/2011 08:53 AM

Final Approval Date: 12/09/2011

AI-30043 **19. F.**

CC REGULAR

Meeting Date: 12/12/2011

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Enterprise Rent-A-Car

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/07/2011 10:36 AM
Purchasing Department	Monica Badillo	12/09/2011 08:55 AM

Form Started By: Aida Alvarez Started On: 12/07/2011 08:56 AM

Final Approval Date: 12/09/2011

AI-30077 **19. G.**

CC REGULAR

Meeting Date: 12/12/2011

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Cause No. CL-09-0231-D; Noe Ramos v. County of Hidalgo; In the County Court at Law No. 4 of Hidalgo County, Texas

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/08/2011 11:35 AM
Purchasing Department	Monica Badillo	12/09/2011 08:55 AM

Form Started By: Angela Garcia Started On: 12/08/2011 11:29 AM

Final Approval Date: 12/09/2011